

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.244 OF 2018
IN
SUIT NO.70 OF 2018

Kabir Kishin Thakur)....Applicant/Plaintiff

V/s.

Jasani Realty Pvt. Ltd. & Ors.)....Defendants

Mr.Amey Patil a/w Ms.Alisha Ningoo I/by M.M.Legal Associates for plaintiff/applicant.

[Mr.Kabir Kishin Thakur-plaintiff in person present].

Mr.Nirav Barot I/by Maneksha and Sethna for defendant nos.1 to 3.

[Mr.Uday Jasani-director of defendant no.1 present in Court].

CORAM : K.R.SHRIRAM,J

DATE : 10.7.2019

P.C.:-

1. Parties have worked out the matter and tender consent minutes of the order dated 10.7.2019. The consent minutes of order has been signed by Uday Jasani as director of defendant no.1, Hansa Jasani as director of defendant no.1, plaintiff and their respective advocates.

2. Counsel for defendant nos.1 & 3 states that Hansa Jasani has signed in his presence and he identifies her signature. The 1st page of the minutes of order has not been initialed by Hansa Jasani but has been initialed by plaintiff and Uday Jasani. Plaintiff and Uday Jasani are present in Court and are identified by their Advocates.

3. All statements accepted as undertakings to this Court. The undertaking of Uday Jasani for himself as director of defendant no.1 and for defendant no.1 that the undertaking given in the minutes of the order and statements made by defendant no.1 in the minutes of the order will be honoured and fulfilled, is accepted.

4. Suit stands disposed in terms of the minutes of the order. No order as to costs. Refund of court fees, if any in accordance with Rules. Liberty to apply.

5. All interim applications stand disposed. All interim orders stand vacated.

6. For ease of reference, consent minutes of the order is scanned and reproduced herein below :-

X / 10/1/19

IN THE HIGH COURT AT JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 70 OF 2018.

Kabir Kishin Thakar Plaintiff
Versus
Jasani Realty Private Limited & Ors Defendants

MINUTES OF THE ORDER

1. Defendant No.1 undertakes and agrees to pay a sum of Rs.7,50,00,000/- (Rupees Seven Crores Fifty Lakhs only) ("the Settled Consideration") to the Plaintiff on or before 10th January 2020 (either in one lump sum payment or in instalments at Defendant No.1's sole discretion) in full and final settlement of the Plaintiff's claim.
2. In the event Defendant No.1 fails to make payment of the Settled Consideration or any part thereof within the time and in the manner provided in paragraph 1 above, Defendant No.1 shall be liable to pay the Settled Consideration or unpaid part thereof along with interest thereon at the rate of 12% per annum. Such interest to be calculated from the date of these Minutes upto and until payment and/or realisation thereof.
3. Defendant No.1 states that it is the absolute owner and solely entitled to flat on the 1st floor of the building known as Gym Ghar (Apollo Heights) situated at 14th Road, Khar (West), Mumbai 400 052 ("the said 1st floor flat"), and undertakes and agrees not to sell the said 1st floor flat, which said 1st floor flat has been mortgaged in favour of ISW Technoprojects Pvt. Ltd., until payment of the Settled Consideration along with accrued interest, if any. It is clarified that once the Settled Consideration and/or accrued interest, if any is paid then there shall be no restraint on the sale of the said 1st floor flat and that Defendant No.1 shall be entitled to deal with the same in its absolute discretion.
4. In the event Defendant No.1 failing to make payment of the Settled Consideration and/or any part thereof, to the Plaintiff within the time and in the manner provided hereinabove i.e. on or before 10th January 2020, then the Plaintiff shall be entitled to execute this Order as a Decree against Defendant No.1 without having to formally draw up the Decree.

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5. The Suit No. 76 of 2018 stands disposed of in terms of the present Minutes.
6. Parties to bear their own costs.
7. Refund if any, of Court Fees as per Rules.
8. Liberty to copy.

Dated this 10th day of July, 2019.

Kabir Kishin Thakur

K. K. Thakur

Plaintiff

Adh. M.

Adv. for the Plaintiff
M.M. Legal Associates.

For Jasani Realty Pvt. Ltd.

For Jasani Realty Pvt. Ltd.
Defendant No. 1

Uday Vasani

(Uday Vasani)
(Director)

Khushi D. Jasani
(Khushi D. Jasani)
(Director)

For Marksheet to Spkna
[Signature]
Advocate for Defendant
Nos. 1 to 3

7. In the event of default by defendant no.1, apart from the other remedies available to plaintiff, plaintiff shall also execute these minutes as decree against defendant no.1 in which case, drawn up decree will stand dispensed with and all will act on authenticated copy of this order.

(K.R.SHRIRAM,J)