

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION**

NOTICE OF MOTION NO.2338 OF 2018

IN

SUIT NO.1391 OF 2018

Shailesh Harakhchand Karia and Ors.Applicants/Plaintiffs

Vs.

Rama Pritamlal DoshiDefendant

Mr. Rashid Khan I/b. Mr. Manoj Bhatt for applicants/plaintiffs.

Mr. Vishal Kanade I/b. Mr. Akshay Petkar for defendant.

CORAM : K.R.SHRIRAM, J.

DATE : 16th JANUARY 2019

P.C.:

1 The counsel for plaintiffs and defendant state that the parties have decided to amicably settle the matter by which defendant will refund the amount of Rs.46 lakhs that plaintiffs have paid pursuant to Memorandum of Understanding (MOU) dated 28th March 2018. Defendant has also agreed to pay interest at 5% p.a. on this amount of Rs.46 lakhs for the period from 1st April 2018 until 14th January 2019. Upon receiving this amount, plaintiffs will unconditionally withdraw the suit and will not raise any grievance on any party and if any complaint has been lodged, the same shall be withdrawn unconditionally within one week from today. Parties have also agreed that upon receiving this amount of Rs.46 lakhs plus 5% p.a. interest for the period mentioned above, neither plaintiffs nor anyone claiming through plaintiffs shall have any interest, claim or demand whatsoever with respect to the suit flat being Flat No.34, admeasuring

1219 sq. ft. carpet area on 3rd Floor, Tower A, Kalpataru Residency Co-operative Housing Society Limited, Sion (East), Mumbai 400 022 (the said flat) as the MOU stands terminated.

2 In the circumstances, by consent, the following order is passed :

(a) the MOU dated 28th March 2018 (the said MOU) entered into between plaintiffs and defendant for the said flat stands terminated;

(b) the amount of Rs.49,62,958/- deposited by defendant pursuant to order dated 10th December 2018 with the Prothonotary and Senior Master, High Court, Bombay shall be paid over by Prothonotary and Senior Master as under :

Rs.46 lakhs to plaintiffs and the balance amount of Rs.3,62,958/- equally distributed to plaintiffs and defendant, viz., 50% to plaintiffs and 50% to defendant.

(c) if this amount of Rs.49,62,958/- has been invested, interest, if any earned, shall be paid over to plaintiffs;

(d) plaintiffs or anyone claiming through plaintiffs shall not have any interest, claim or demand whatsoever with respect to the said flat;

(e) plaintiffs shall, if any complaint or representation or claim has been made to Kalpataru Residency Co-operative Housing Society Limited or to any authority, withdraw in writing all such complaints/representations/claims within one week from today.

(f) notwithstanding this, all parties shall act on a copy of this order authenticated by the Associate of this Court to note that all claim of plaintiffs have been settled and they have no claim whatsoever with respect to the said flat.

3 Suit accordingly stands disposed. Refund, if any, of court fees in accordance with rules. Notice of motion no.2338 of 2018 also stands disposed. All interim orders also stand vacated.

4 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)