

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
SUMMONS FOR JUDGMENT NO. 122 OF 2018
IN
COMM SUMMARY SUIT NO. 416 OF 2018**

Bharti Jain	...Plaintiff
<i>Versus</i>	
Rajesh Gupta	...Defendant

Mr Ramesh Jain, for the Plaintiff.
An Advocate, i/b Anusha P Amin, for the Defendant.

CORAM: G.S. PATEL, J
DATED: 13th February 2019

PC:-

1. The Defendant submits to a decree as prayed. Parties are also agreed that reasons need not be recorded.

2. Parties are agreed that the suit itself can be disposed of with the following consent order. The Defendant is personally present in Court.

3. The Defendant agrees and undertakes to pay a principal amount of Rs.50 lakhs and interest at the rate of 15% per annum

from 1st January 2016 within a period of 12 months in six instalments as set out below.

- (a) Rs.10 lakhs on or before 30th April 2019;
- (b) Rs.10 lakhs on or before 30th July 2019;
- (c) Rs.10 lakhs on or before 30th October 2019;
- (d) Rs.10 lakhs on or before 30th December 2019;
- (e) Rs.10 lakhs on or before 28th February 2020;
- (f) the balance, comprising interest computed at the rate of 15% per annum as stated above, on or before 30th March 2020.

4. The Defendant agrees and undertakes that there will be no default in payment of any of these instalments. This undertaking is accepted as an undertaking to the Court.

5. It is agreed that on payment of all instalments as set out above, the decree will be marked fully satisfied within two weeks of the last instalment being paid and cleared. The criminal case filed by the Plaintiff will be withdrawn within four weeks of payment and clearance of the last instalment. It is agreed and understood that unless and until there is a default, the Plaintiff will not prosecute the criminal case that he has filed.

6. In default, the Plaintiff will be entitled to execute the decree in terms of the prayer clause at page 6 of the Plaint with interest at the rate of 15% per annum from the date of the suit until payment or realisation. For the present the drawn-up decree is dispensed with.

Liberty to the Plaintiff to apply for a drawn-up decree in the event of a default and also to move in execution without awaiting sealing of the decree.

7. The Suit and the Summons for Judgment are disposed of in these terms.

8. Refund of Court fees in accordance with the Rules.

9. In the facts and circumstances of the case there will be no order as to costs.

(G. S. PATEL, J)