

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****SUIT NO.251 OF 2010**

Bharat J. Patel And 2 Ors.

...Plaintiffs

vs.

Urmila Ramsagar R. Pathak And 12 Ors.

...Defendants

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Mr. Ameet Mehta, a/w. Ms. Pratima Soundalkar and Ms. Khushali Samani,
for the Plaintiffs.

Mr. Mayur Khandeparkar, a/w. Mr. Tejas Agarwal and Ms. Apeksha Khetan,
i/b. IC Legal, for Defendant No.7.

Mr. Sagar Patil, for MCGM/Defendant No.13.

Mr. Aditya Shiralkar, a/w. Mr. Viraj Maniar and Ms. Sneha Patil, i/b. Maniar
Srivastava Associates, for Defendant No.14.

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CORAM : S.C. GUPTE, J.**DATED : 30 APRIL 2021****P.C. :**

. Learned Counsel for the parties submit that the suit has been settled as between the Plaintiffs, Defendant No. 7 and proposed Defendant No.14. Defendant No.7, who was a proposed Industrial Premises Co-operative Society on the date of filing of the suit, has now been registered under the Maharashtra Co-operative Societies Act, 1960 and has a registered office. Learned Counsel for the parties, accordingly, propose substitution of original Defendant No.7 by the registered society. It is also proposed that M/s. Asmi Corporation, which is a proprietary concern of one Ajay Dedhia, should be joined as Defendant No.14 to the present suit. Learned Counsel tender consent terms duly signed by the Plaintiffs and also by Defendant No.7 through their office bearers (chairman and secretary,

respectively) and also by the sole proprietor of proposed Defendant No.14. Learned Counsel for the Plaintiffs submits that the suit may be disposed of in terms of the consent terms as between the Plaintiffs, Defendant No.7 and proposed Defendant No.14. Learned Counsel prays for withdrawal of the suit as against the other Defendants. The draft amendment tendered by learned Counsel for the Plaintiffs seeking to add Defendant No.14 and substitute Defendant No.7, as also consequential amendments, including the description concerning registration of Defendant No.7 society during the pendency of the suit, is taken on record, marked "X" for identification. The Plaintiffs are permitted to amend the suit in terms of the draft. Amendment to be carried out in the course of the next week. Re-verification is dispensed with. Consent terms signed by the parties, i.e. the Plaintiffs on the one hand and Defendant Nos.7 and 14 on the other, are taken on record, marked "X-1" for identification. In clause No.3(a) of the consent terms, the appeal number, wrongly mentioned as 220 of 2010, shall be substituted by the correct number, i.e. Appeal No.260 of 2012. The correction has been, accordingly, made in the consent terms by consent of the parties and initialed by the learned Associate of this Court. The suit is disposed of as between the Plaintiffs, Defendant No.7 and Defendant No.14 in terms of the consent terms after accepting the statements and undertakings contained therein. The Plaintiffs are permitted to withdraw the suit as against the Defendants. No order as to costs. Refund of Court fees in accordance with the applicable Rules.

(S.C. GUPTE, J.)