

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 164 OF 2017

WITH

COURT RECEIVER'S REPORT NO. 245 OF 2021

AND

INTERIM APPLICATION (L) NO. 7812 OF 2021

AND

COURT RECEIVER'S REPORT NO. 200 OF 2021

AND

INTERIM APPLICATION NO. 2457 OF 2020

AND

COURT RECEIVER'S REPORT NO. 34 OF 2021

AND

INTERIM APPLICATION NO. 2002 OF 2019

AND

INTERIM APPLICATION NO. 164 OF 2020

AND

LEAVE PETITION NO. 53 OF 2017

AND

NOTICE OF MOTION NO. 1345 OF 2019

Dr Aliasagar Jawadwala & Ors

...Plaintiffs

Versus

Abadi (Bomi) Kershasp Dadachanji & Anr

...Defendants

INTERIM APPLICATION (L) NO. 9603 OF 2021

IN

SUIT NO. 164 OF 2017

Dr Aliasagar Jawadwala & Ors	...Plaintiffs
<i>Versus</i>	
Abadi (Bomi) Kershasp Dadachanji & Anr	...Defendants
<i>And</i>	
MI Realty Pvt Ltd	...Applicant

INTERIM APPLICATION (L) NO. 6782 OF 2020

IN

SUIT NO. 164 OF 2017

Dr Aliasagar Jawadwala & Ors	...Applicants
<i>Versus</i>	
Juzer Shabbir H Udaipurwala & Ors	...Respondents

COMMERCIAL SUIT NO. 237 OF 2020

WITH

INTERIM APPLICATION NO. 1449 OF 2021

AND

INTERIM APPLICATION NO. 1074 OF 2021

AND

INTERIM APPLICATION NO. 1159 OF 2019

Shreepati Build Infra Investments Ltd	...Plaintiff
<i>Versus</i>	
Abadi (Bomi) Kershasp Dadachanji & Ors	...Defendants

Mr Naushad Engineer, *with Anosh Sequeria & Ms Mansi Shah, i/b M/s Pravin Mehta and Mithi & Co, for the Plaintiffs in S-164/2017.*

Mr Nigel Quraishy, *i/b Annie Fernandes, for Defendant No. 2 in S-164/2017 & Plaintiff in COMS-237/2020.*

Mr Dhvani Mehta, *i/b DM Law Chambers Advocate, for Defendant No. 3 in S-164/2017 & Defendant No. 6 in S-237/2020.*

Mr DN Kher, *Court Receiver, is present.*

CORAM: G.S. PATEL, J
(Through Video Conferencing)

DATED: 16th July 2021

PC:-

1. Heard through video conferencing.
2. Pursuant to my order of 12th July 2021, there is an Affidavit of 15th July 2021 of Ms Mansi Shah, learned Advocate with the offices of M/s. Pravin Mehta and Mithi & Co. In this Affidavit and in particular paragraphs 6, 7, and 8, Ms Shah has set out the manner in which she has re-verified identities of all the signatories including the persons mentioned in my order of 12th July 2021. The Affidavit with its annexures (which includes color photocopies of Aadhar Cards and etc) is taken on record.
3. In addition, the Affidavits of Plaintiffs Nos. 10A and 10C and 24A to 24C are now filed as required by my order of 12th July 2021. These are taken on record.

4. In view of this, I will make an order on the Consent Terms. These are taken on record and marked “X” for identification with today’s date. The undertakings in the Consent Terms accepted as undertakings to the Court.
5. The Suit is disposed of with an order in terms of Consent Terms.
6. All Interim Applications and Notice of Motions are also disposed of as infructuous.
7. Drawn up order/decreed dispensed with.
8. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
9. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.
10. Liberty to the parties to lodge the Consent Terms and an authenticated copy of this order with the Sub-Registrar of Assurances or Collector of Stamps or both, should the need arise.
11. The Affidavit of Ms Shah is to be treated as a part of the Consent Terms and permanently retained on file, as part of the record and is not to be sent for destruction in the ordinary course.

12. The Affidavits of Plaintiffs Nos. 10A and 10C and 24A to 24C are also to be permanently retained on file as part of the record and is not to be sent for destruction in the ordinary course.

13. Plaintiff No. 10B is present online.

14. Court fees are to be refunded in accordance with the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso to that Section, today's date is the date of making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for a refund of Court Fees computed according to the Rules. He will act on production of an authenticated copy of this order without requiring a separate application.

15. The Consent Terms provide the Court Receiver to stand discharged. The Court Receiver appointed a security agency. The 1st Defendant was to pay the charges. These are not been paid since February 2021. Mr Engineer states on instructions, that these will be paid within a period of two weeks from today through the office of the Court Receiver.

16. The Court Receiver is discharged, without passing accounts but on payment of his costs, charges and expenses to be paid by the Plaintiffs within a period of two weeks from today.

COMMERCIAL SUIT NO. 237 OF 2020:

17. List the matter for filing Consent Terms on 30th July 2021.

18. All concerned will act on production of an ordinary copy of this order.

(G. S. PATEL, J)