

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION NO.1235 OF 2021
IN
COMMERCIAL SUIT NO.30 OF 2016**

Sangita Satish Sawant	...	Applicant
and		
Anand Laxmanrao Ambesange and Anr.	...	Plaintiffs
<i>Versus</i>		
M.S.Shah Developers Pvt. Ltd. and Ors.	...	Respondents

Mr. Nivit Srivastava with Ms. Sneha Patil i/by Maniar Srivastava Associates, for Plaintiffs.

Mr. Sharique Nachan with Mr. Azeem Shaikh, Mr. Maaz Syed i/by Judicare Law Associates, for Defendant No.2.

Ms. Anjali Trivedi with Ms. Nandita Shah i/by V. Thakers Advocates, for Defendant No.3.

Mr. Ajit Tamhane with Mr. Kiran Gawalkad i/by Tamhane and Co., for Defendant Nos.4 and 5.

Mr. B.V.Holambe patil i/by Premkumar Kinamalla, for Applicant in IA 1235 of 2021.

Mr. Shreepad Murthy, for Dr. Grajesh Shah.

Mr. Sanjay Patil with Mr. Anoop Wagh, for Thane Project.

**CORAM: S.J. KATHAWALLA, J.
(IN CHAMBERS)**

DATE: 28th OCTOBER, 2021

P.C.:

1. The learned Advocate for the developer – Abdul Hamid Mapkhan has agreed to refund the earnest money with interest to the flat purchasers of Silver Line Project. In view thereof, the learned Advocate for the Applicant on instructions seeks to withdraw the above Interim Application. The Interim Application is accordingly

disposed of.

2. Mr. Abdul Hamid Mapkhan has tendered two Pay Orders aggregating to Rs.1 Crore. The said Pay Orders shall be handed over to the Prothonotary and Senior Master of this Court for encashment. The Prothonotary and Senior Master will allow Mr. Ayub Asar, represented by Advocate Sanjay Patil to withdraw the said amount of Rs.1 Crore. Mr. Asar will thereafter act on the Consent Terms, as agreed under the Consent Terms interalia executed by and between him and the builder/developer. All the above steps taken by the parties, shall be subject to the further orders passed by this Court.

(S.J.KATHAWALLA, J.)