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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL SUIT NO.588 OF 2017

Acme Housing India Pvt. Ltd.

...Plaintiff

Versus

Poonam Cooperative Housing Society Ltd.
& Ors.

...Defendants

Tejasvi Sarvaiya, i/b. Wadia Ghandy for the Plaintiff.

Mr. Rubin Vakil, Ms. Tanvi Gandhi and Ms. Nupur Desai i/b. M/
s. Markand Gandhi & Co. for the Defendant No.6.

Mr. Chetan B. Raithatha for Defendant Nos.1 to 4.

Mr. Sagar Patil, for Defendant No.5, MCGM.

Mr. Munish Doshi, for Acme Housing India Pvt. Ltd. present.

Mr. Nilesh Shah,

Defendant No.1 is present through its Committee Member.

Defendant No.3 is present in person.

Defendant No.4 is present in person.

CORAM : R.I. CHAGLA J

DATE : 7TH DECEMBER 2021

ORDER :

1. The learned Advocate for the Defendant No.6 has
tendered vakalatnama of the Advocates for Defendant No.6
appointing the Advocates M/s. Markand Gandhi & Co. The

Vakalatnama is taken on record.

2. The parties have settled their disputes. Consent Terms are tendered. The Consent Terms dated 7th December, 2021 are taken on record and marked 'X' for identification with today's date. These are signed by the Plaintiff, Defendant Nos.1,2,4 and 6 as well as by their respective Advocates. Defendant No.5 is the Municipal Corporation of Greater Mumbai who has not signed the consent terms. Statement is made on behalf of the Advocate for the Plaintiff that, the Suit is being dropped against Defendant No.5. Statement is accepted. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

3. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

4. The Suit is disposed of and decreed in

accordance with the Consent Terms.

5. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.

6. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

7. 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.

8. 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.

9. All concerned will act on production of a digitally signed copy of this order.

[R.I. CHAGLA J.]