

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 1291 OF 2019**

Bankim J Zaveri & Ors	...Plaintiffs
<i>Versus</i>	
Smith Developers & Ors	...Defendants

**WITH
NOTICE OF MOTION NO. 2434 OF 2019
IN
SUIT NO. 1291 OF 2019**

**WITH
INTERIM APPLICATION NO. 2052 OF 2019
IN
SUIT NO. 1291 OF 2019**

Mr Arvind Rathod, i/b Arvind Rathod & Co, for Plaintiffs Nos. 1, 2, 3, 4, 5, 6(a), 6(b), 7, 8, 9, 10, 11, 12, 13, 14, 15 (a), 15(b), 15(c), 16, 17, 18, 19(a), 19(b) & 19(c).

Mr Deepak Shukla, i/b Vinod Mistry & Co, for Defendant No.1.

Ms Dhruti Kapadia, with Sagar Patil, for MCGM.

Mr Ritesh Shah, partner of Defendant No.1 present.

**CORAM: G.S. PATEL, J
(Through Video Conferencing)
DATED: 14th July 2021**

PC:-

1. Heard through video conferencing.
2. There is a draft amendment circulated. It is taken on record and marked “X1” for identification with today’s date. The amendments are allowed without need of reverification. The amendment is to be carried out within one week from today.
3. As between the Plaintiffs and 1st Defendant, Consent Terms are tendered. These are taken on record and marked “X2” for identification with today’s date. I am satisfied that the Consent Terms are in order, they are not contrary to law and that they have been drawn up by the parties of their own volition and in reflection of their true intentions.
4. The signature of the 11th Plaintiff is yet to be obtained. The Advocates for the Plaintiffs state that they undertake that the 11th Defendant’s signature will be obtained within one week from today. The undertaking is noted and accepted as an undertaking to the Court. The 1st Defendant’s authorized representative has also signed the Consent Terms.
5. The 11th Plaintiff is however present at the online hearing. He confirms to the Court that he is agreeable to the Consent Terms. The other Plaintiffs and the representative of the 1st Defendant who has signed the Consent Terms are also present at the online hearing.
6. The undertakings in the Consent Terms are accepted as undertakings to the Court.

7. The Suit is decreed as between the Plaintiffs and the 1st Defendant.
8. As against the other Defendants, at the request of the Plaintiffs, the suit is unconditionally withdrawn.
9. The Suit is disposed of in these terms.
10. Drawn up order/decreed dispensed with.
11. Liberty to the Plaintiffs to lodge an authenticated copy of these Consent Terms with the Sub-Registrar of Assurances and the Collector of Stamps for the purposes of effecting the transfers of properties contemplated in the Consent Terms.
12. Refund of the Court fees 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.
13. All pending Interim Applications stand disposed of. All existing interim orders are vacated except to the extent contemplated by the Consent Terms.

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

(G. S. PATEL, J)