

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

APPEAL FROM ORDER NO. 749 OF 2018
WITH
INTERIM APPLICATION NO. 193 OF 2020

Everplus Properties & Developers LLP
(Erstwhile Everplus Properties & Investment)
and Another.

..Appellants

v/s.

Peninsula Land Ltd.
(Erstwhile Peninsula Mega Township Developers
Pvt. Ltd.) and Others.

..Respondents

Mr. Abhishek Sawant, Ujwala Deshmukh i/b. Pradhan & Rao for the
Appellant/Applicant.

Mr. Gauraj Shah a/w. Ms. Simran Grover i/b. A & P Partners for
Respondent No.1.

Mr. R.S.Apte a/w. A.A.Garge for the Respondent No.7.

Mr. Dilip Dhirajlal Kothari, Authorized signatory of Respondent No.7
present in Court.

**CORAM : ANUJA PRABHUDESSAI, J.
DATED : 20th JULY, 2022.
(IN CHAMBER)**

P.C.

1. The Appellants herein had assailed order dated 24.04.2018 passed
by the learned Civil Judge, Senior Division, Nashik, rejecting
application at Exhibit 5 in Special Civil Suit No.215 of 2014.

2. Learned Counsel for the Appellants and Respondents state that the
parties have settled the matter amicably. They have placed on record
the Consent Terms which read thus:

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signed by
PRASANNA P
SALGAONKAR
PRASANNA P
SALGAONKAR Date:
2022.07.30
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2.1 It is agreed by and between the Parties that Respondent No.7 i.e. Indo-Global Warehousing & Services Pvt Ltd. shall pay the amount of Rs.24,00,00,000/- (Rupees Twenty-Four Crores Only) towards full and final settlement to the Appellants i.e. Everplus Properties & Developers LLP (**“the said settlement amount”**). The payment of Rs.24,00,00,000/- (Rupees Twenty-Four Crores Only) shall consist of refund of Rs.21,00,00,000/- (Rupees Twenty-One Crores Only) and additional expenses of Rs. 3,00,00,000/- (Rupees Three Cores Only).

2.2 The Respondent No.7 i.e. Indo-Global Warehousing & Services Pvt Ltd. has against execution of these Consent Terms handed over to the Appellant a Post dated Cheque for the amount of Rs.23,76,00,000/- (Rupees Twenty-Three Crores Seventy Six Lakhs Only) issued in favour of the Appellant bearing Cheque No.355811, dated 3rd August, 2022 issued on AXIS Bank Ltd., Nashik Branch (**“the said Cheque”**). The Respondent No.7 has deducted 1% TDS from the said settlement amount, i.e. the sum of Rs. 24,00,000/- (Rupees Twenty-Four Lakhs Only). The Respondent No.7 shall provide TDS Certificate with respect to the amount deducted towards TDS. Hereto annexed and marked as **Exhibit “A”** is photocopy of the

said Cheque.

2.3 The Appellant/ Original plaintiff undertakes to withdraw Special Civil Suit no 215 of 2014 pending before the Joint Civil Judge Senior division, Nashik within a period of fifteen days from filing of these Consent Terms in this Hon'ble Court. All concerned parties shall cooperate for withdrawal of the said Suit. The Appellants will give prior notice of withdrawal of the said Suit to the Respondent Nos. 1 & 7.

2.4 Against withdrawal of the Special Civil Suit No. 215 of 2014 pending before the Joint Civil Judge Senior division, Nashik simultaneously the Respondent No.7, i.e. Indo-Global Warehousing & Services Pvt Ltd. shall and undertakes to handover to the Advocates of the Appellants (Original Plaintiffs)/Appellants (Original Plaintiffs) the Banker's Cheque in favor of the Appellants i.e. Everplus Properties & Developers LLP for the amount of Rs.23,76,00,000/- (Rupees Twenty-Three Crores Seventy Six Lakhs Only) before the Joint Civil Judge Senior division, Nashik and simultaneously the Appellants shall and undertake to handover and return to the Respondent No.7, i.e. Indo-Global Warehousing & Services Pvt Ltd. the

said Cheque.

2.5 The Respondent No.7 herein has represented that it has paid the stamp duty of GAT no. 63&65 as per the adjudication order passed by the collector of stamp, Nashik. The Respondent No.7 have further represented that it has made payment of Rs.30,79,600/- and Rs.14,76,800/- stamp duty total amounting to Rs.45,56,400 /- (Forty Five Lakhs Fifty Six Thousand Four Hundred only) on the conveyance of GAT number 63 & 65 of the suit property. The said stamp duty is paid on 24/01/2021 however this Hon'ble court on the same date passed order directing the Appellant to implead the Respondent No.7 as party Respondent and directed the parties to maintain Status Quo until further orders which is still operative. The status quo order dated 24/01/2020 is vacated forthwith. It was necessary to register the conveyance deed within Four months (120 Days) however because of the status quo order the registration of the same could not be made. In the circumstances this court extends the time for registration of the document by 120 Days from today to enable the Respondent No.7 to register the said documents, since Status Quo order dated 24th January, 2020 is in operation till today and the said period from grant of

status quo Order dated 24th January, 2020 till today will have to be excluded. It is also clarified that the payment obligation of Respondent No.7 to the Appellants as stated in these Consent Terms is not concerned with extension of time and registration of the conveyance, save and except the fact that Respondent No. 1 and Respondent No.7 shall be entitled to register the conveyance only once the settlement amount is paid by way of Banker's Cheque as mentioned herein above. The Registrar is directed to register the said documents within 120 days from today.

2.6 The Parties further undertake that claims of the Parties hereto are fully settled and satisfied. The parties shall not make any claim against each other in future in any manner and whatsoever nature with respect to the subject matter/ suit property.

3. The Consent terms are signed by the Authorized Signatory of the Appellant No.1, Appellant No.2 and the Respondents, along with their respective Counsel. The parties who are present before the Court confirm the contents of the Consent Terms and state that the terms are agreeable to them. The consent terms are taken on record and marked "X" for identification. Statements made in the consent terms are accepted as undertaking to the Court.

4. The Respondent No.7 has handed over to the Appellants cheque for Rs.23,76,00,000/- and the same has been accepted by the Appellants.
5. Appeal stands disposed of in view of the consent terms filed by the parties. Pending Application also stands disposed of in view of disposal of the Appeal from Order.
6. Court fees as permissible under the Rules be refunded.
7. All concerned to act on the authenticated copy of this Order.

(ANUJA PRABHUDESSAI, J.)