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

COM SUIT NO.196 OF 2021

Kapil M. Mahtani & Anr. ...Plaintiffs

Versus

Kryshnajay Developers Pvt. Ltd. & Anr. ...Defendants
WITH

COM SUIT (L) NO.7649 OF 2022

Kryshnajay Developers Pvt. Ltd. & Anr. ...Plaintiffs

Versus

Kapil M. Mahtani & Anr. ...Defendants

Mr. S.A.K. Najam-Es-Sani i/b. Maneksha & Sethana for Plaintiffs in COMS No.196 of 2021 and Defendant Nos.1 and 2 in Com Suit (L) No.7649 of 2022.

Mr. Phiroze Merchant i/b Kanga and Company for Plaintiff in COMS (L) No.7649 of 2022 and Defendant No.1 in COMS No.196 of 2021.

Mr. Ajay Ashar, Director of Defendant No.1, through Video Conference.

Ekta Dalvi for Defendant No.2 – Society in Suit No.196 of 2021 and Defendant No.3 Society in S(L) No.7649 of 2022.

Mr. Aftab Shaikh, Chairman of the Society through Video Conference.

Mr. Kapil Mahtani, Plaintiff No.1 and Mr. Vikas Mahtani Plaintiff No.2 presnet through Video Conference.

CORAM : R.I. CHAGLA J

DATE : 4TH OCTOBER, 2022

ORDER :

1. The parties have settled their dispute. The Consent Terms are tendered. The Consent Terms are taken on record and marked 'X' for identification with today's date. These are signed by Plaintiff Nos.1 and 2 and the Advocates for the Plaintiffs as well as by the Director of Defendant No.1 and Chairman of Defendant No.2 – Society and the Advocates for Defendant Nos.1 and 2. The parties are present in Court and / or through video conference.

2. Appended to the Consent Terms are approvals dated 19th August, 2022 issued by the State Bank of India for home loan applied for by the Plaintiffs by mortgaging the Suit flats. These are appended at Exhibit 'A' and 'B' to the Consent Terms. At Exhibit 'C' to the Consent Terms is a plan showing the Suit flats on the 14th and 15th floors and parking spaces which the parties have agreed that the Plaintiffs shall be free to allocate the parking spaces allotted to them to the Suit flats as per their choice. Further appended to the Consent Terms is a Draft of Supplementary Agreement which is one of the

Supplementary Agreements to each of the four Permanent Alternate Accommodation Agreements to be executed upon making the payment of Rs.22,99,99,070/- in clause 10 read with Clause 12 of the Consent Terms. Further, in Clause 13 of the Consent Terms, the particulars of the four post dated cheques issued by the Plaintiffs in favour of the Defendant No.1 Developer is set out in the tabular form at paragraph 13 thereof. 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. Both the Commercial Suit No.196 of 2021 and Commercial Suit (L) No.7649 of 2022 are disposed of and decreed in accordance with the Consent Terms.

5. The Interim Applications, if any, filed do not survive and are disposed of accordingly.

6. Drawn up decree/ order is dispensed with unless the

parties seek drawn up decree/ order, in which case they are entitled to apply.

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

8. 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.

9. 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.

[R.I. CHAGLA J.]