

K.S. Jadhav

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

SUIT NO. 134 of 2022

WITH

INTERIM APPLICATION NO.2628 OF 2022

Ulltra Lifespaces Private Limited ...Plaintiff
(Formerly known as Satra Buildcon Private
Limited)

Versus

1. Piyush Gangji Chheda ...Defendants
2. Rupal Piyush Chheda
3. Axis Bank Limited

Mr. Aditya Udesghi a/w Mr. N.M. Gawade i/b M/s Sanjay
Udesghi & Co., Advocates for Plaintiff.

Mr. Dinesh Dubey, Advocate for Defendant Nos. 1 and 2.

CORAM : R.I. CHAGLA, J.

DATE : 10th November, 2022.

ORDER :

1. Learned Advocate appearing for the Plaintiff has sought
leave to delete Defendant No.3 as a party to the proceeding in
view of the settlement arrived at between the Plaintiff and the
Defendants and in accordance with Consent Terms dated 31st

October, 2022, which are tendered and taken on record and marked 'X' for identification.

2. Accordingly, leave is granted. The Plaintiff shall carry out the necessary amendment in the suit by deleting Defendant No.3 as a party forthwith.

3. Re-verification is dispensed with.

4. The Consent Terms marked 'X' tendered by the Learned Advocate for the Plaintiff has been signed by the Plaintiff and the Advocate for the Plaintiff as well as by Defendant Nos. 1 and 2 and Advocate for Defendant Nos. 1 and 2. The signatories to the Consent Terms are present in Court.

5. 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.

6. By these Consent Terms, Defendant No.3 has agreed to accept an amount of Rs.5 crores in full and final settlement of the outstanding amounts payable by Defendant Nos. 1 and 2 to

Defendant No.3 and has accordingly addressed a letter dated 31st October, 2022 which is annexed as Annexure-1 to the Consent Terms. The copy of the said letter annexed as Annexure-1 to the Consent Terms is an illegible copy and the Advocate for the Plaintiff undertakes to substitute the copy with a coloured copy. E-mail dated 31st October, 2022 addressed by Defendant Nos. 1 and 2 and attachment thereto being the letter dated 31st October, 2022 is annexed as Annexure-2. E-mail dated 31st October, 2022 addressed by Defendant No.3 and in response thereto is annexed as Annexure-3. E-mail dated 31st October, 2022 and the attachment thereto addressed by Defendant Nos. 1 and 2 has been referred to as “the said Settlement Terms”.

7. Further, in Clause 8(e), it is recorded that Defendant Nos. 1 and 2 have relinquished all rights, title, interest in the said Flat and accordingly, the said Flat exclusively belongs to the Plaintiff and that the Plaintiff is at liberty to deal with the same in any manner as it deems fit. Further, undertakings have been recorded in the said paragraph which undertakings are by Defendant Nos. 1 and 2. Simultaneously upon execution of the

Consent Terms, the Defendant Nos.1 and 2 have undertaken to hand over the original title deeds, documents and agreements with respect to the said Flat to the Plaintiff. Upon receiving Agreement for Cancellation draft from the Plaintiff they have undertaken to execute and register within a period of 7 days an Agreement for Cancellation with respect to the Agreement for Sale in relation to the said Flat. There are further undertakings in sub-clause (f) and (g) of Defendant Nos. 1 and 2. In sub-clause (h) of Clause (8) of the Consent Terms, Defendant No. 1 and 2 have agreed, confirmed and stated that except for the amount of Rs.10,00,000/- to be paid by the Plaintiff to them in the manner stated in the Consent Terms, they are not entitled to receive any other amount from the Plaintiff, including but not limited to any refund of any amounts paid by them to the Plaintiff under the said Agreement for Sale.

8. Undertakings in the Consent Terms are accepted as undertaking to this Court.

9. The suit is disposed of and decreed in accordance with the

Consent Terms.

10. Interim Application No.2628 of 2022 is also disposed of as having become infructuous.

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

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

13. The Registry 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.

14. 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.]