

Sharayu Khot.

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

SUIT NO. 206 OF 2017

WITH

NOTICE OF MOTION NO. 625 OF 2017

WITH

NOTICE OF MOTION NO. 979 OF 2017

IN

SUIT NO. 206 OF 2017

Mr. Dilip Bijlani & Anr.

...Plaintiffs

Versus

Sheth Developers Pvt.Ltd. & Anr.

...Defendants

Mr. Chirag Chanani, Riddhi Jhaveri i/by Dewani Associates for the Plaintiffs.

Mr. Raju M. Yamgar a/w Mr. Nikhil Devkar for the Defendant No. 1.

Ms. Urvi Tanna, i/by Pravin Mehta and Mithi and Company for the Defendant No. 2.

Mr. P. Dey, Authorised Signatory of Defendant No. 1.

CORAM : R.I. CHAGLA J

DATE : 2 May 2022

ORDER :

1. The parties have settled their disputes. Plaintiffs and Defendant No. 1 have entered into the Consent Terms

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PANDURANG
KHOT

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signed by
SHARAYU
PANDURANG
KHOT
Date:
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dated 2nd May 2022, which are tendered, taken on record and marked 'X' for identification. These are signed by the Plaintiffs as well as by the authorised signatory of the Defendant No. 1 and Advocates for the Plaintiffs and Defendant No. 1 respectively. Parties are present in Court.

2. Necessary documents of identification including Aadhar Card and PAN Card are appended to the Consent Terms.

3. It is stated in paragraph 21A of the Consent Terms that the Defendant No. 2 in the above Suit is only a formal party and hence, Suit against Defendant No. 2 stands withdrawn in accordance with the Consent Terms.

4. In view thereof, the Suit No. 206 of 2017 is disposed of as withdrawn against the Defendant No. 2.

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

7. The Suit is disposed of and decreed in accordance with the Consent Terms.

8. In view of disposal of the above Suit, all Notices of Motion filed in the above Suit are also disposed of, as become infructuous.

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

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

11. 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.

12. 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.]