

Santosh

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

COMM SUMMARY SUIT NO. 18 OF 2021

SANTOSH
SUBHASH
KULKARNI

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SANTOSH SUBHASH
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Date: 2022.10.31
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Mrs. Mansi Harsh Shah
(Miss. Mansi Hitesh Gutka, before marriage) ...Plaintiff

Versus

M/s. Kingdom Realtors Pvt. Ltd. & anr. ...Defendants

WITH

SUMMONS FOR JUDGMENT NO. 22 OF 2021

Mr. S. T. Manek, i/b S. T. Manek & Co., for the Plaintiff.
Mr. Abhishek Patil, for the Defendants.

CORAM: N. J. JAMADAR, J.

DATED : 18th OCTOBER, 2022

PC:-

1. Heard the learned Counsel for the parties.
2. The learned Counsel for the parties submit that the parties have amicably resolved the dispute and executed Consent Terms.
3. The learned Counsel seek leave to tender the Consent Terms executed by and between the plaintiff and defendants.

Leave granted.

Consent Terms are taken on record.

4. Mr. Neel Hitesh Gutka, Constituted Attorney of the plaintiff is present. Mr. Himanshu N. Shah, defendant no.2,

Director of defendant no.1 and who has been authorised by the resolution passed by defendant no.1 Company, is also present. They admit the contents of the Consent Terms and execution thereof. It seems that the parties have voluntarily executed Consent Terms and there is no coercion or duress. Mr. Shah, who has undertaken to pay the amount in accordance with the Consent Terms out of his personal account, on being inquired, specifically submits that he has executed the Consent Terms out of his own volition and he undertakes to abide by the terms thereof.

5. The Consent Terms are marked 'X'.

6. Paragraph nos.2 to 7 of the Consent Terms read as under:

"2. Plaintiff has agreed to accept and defendants have agree and undertaken to pay the Plaintiff **Rs.2,42,75,918/- (Rupees Two Crore Forty Two Lacs Seventy Five Thousand Nine Hundred & Eighteen only)**, which is inclusive of Principal amount and interest with compensation agreed to be paid by the Defendants to the Plaintiff due to the delay and hardship caused by the Defendants to the plaintiff, as and by way of full and final settlement of the claim of the Plaintiff against the defendant/s. (THE DECREETAL AMOUNT).

3. The aforesaid amounts shall become payable in **5** installments and the same will start from the month **October, 2022** till **September, 2025**.

4. Defendant/s agrees and undertakes to pay the aforesaid amounts by RTGS from the **bank account of Mr. Narendra Dhirajlal Shah** a Director of the company from his personal account for the sake of convenience, in favour of plaintiff, for the payment of aforesaid installments as per following particulars. Defendant/s will honour their commitment for payment on due dates to the plaintiff.

Sr. No.	Date	RTGS	Bank	Amount
1.	31/10/2022	CH No.169	IDFC FIRST BANK (BORIVALI BRANCH)	50,000/-
2.	30/06/2025	RTGS	---	8,96,344/-
3.	31/07/2025	RTGS	---	45,00,000/-
4.	31/08/2025	RTGS	---	90,00,000/-
5.	30/09/2025	RTGS	---	98,29,574/-
			TOTAL	2,42,75,918/-

5. It is agreed between the parties hereto that in case of delay in payment by Defendants for **any 3 installments** and/or default in payment of last installment by Defendant/s beyond its respective due dates, **it will amount and considered as default in payment by the Defendants.**

6. On filing of this consent term, the plaintiff hereby undertake and confirm that any criminal complaint filed at EOW, MPID Court Department will stand withdrawn & treated null and void. Plaintiff further undertake to submit the letter to EOW MPID Department and withdraw the proceedings.

7. In the event of any three defaults and/or default in payment of last installment by Defendant/s, the balance amount agreed hereinabove with interest due thereon @ 1.05% per month shall become due and payable by the Defendant to plaintiff forthwith."

7. In view of the aforesaid submissions and statements made before the Court and the Consent Terms (X), the suit stands decreed in accordance with the Consent Terms (X).

8. Consent Terms (X) shall form part and parcel of the decree.

9. The undertakings given in the Consent Terms (X) are accepted as undertakings to the Court.

10. The plaintiff is entitled to refund of Court fees in accordance with Rules.

11. In view of disposal of the suit, Summons for Judgment No. 22 of 2021 does not survive and accordingly stands disposed.

[N. J. JAMADAR, J.]