

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
COMMERCIAL SUMMARY SUIT NO. 64 OF 2021

Jairaj Sonawala

.. Applicant/Plaintiff

Vs.

HBS Group Co. and Ors.

.. Defendants

Mutahhar Khan a/w. Arif Lampwala & Chirag Sancheti i/b. Anand Gandhi,
Advocates for the Plaintiff.

Rohan Sawant a/w. Priyank Daga i/b. Jayakar & Partners for the Defendants.

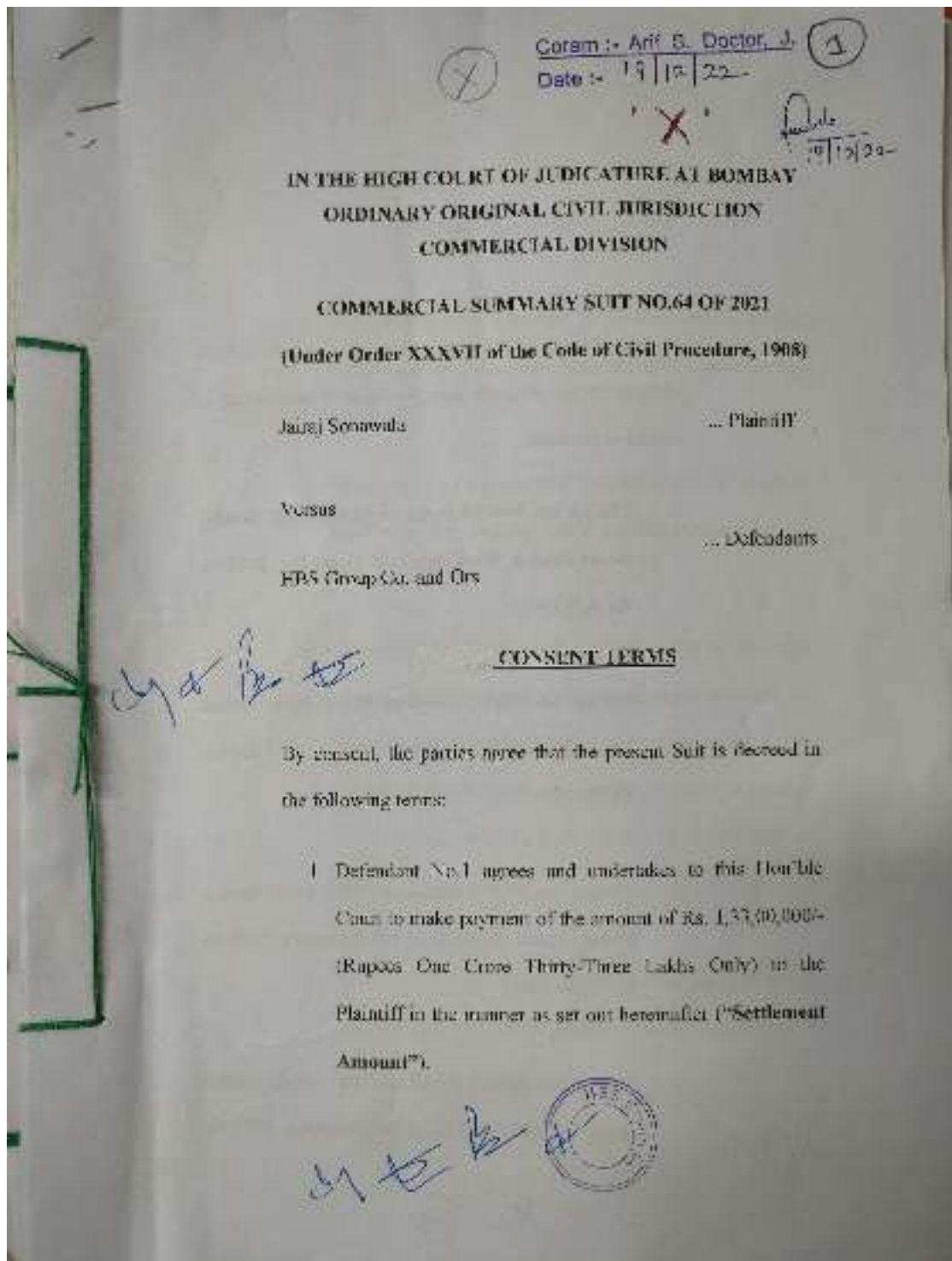
CORAM:- ARIF S. DOCTOR, J.

DATE :- 19th DECEMBER, 2022.

P. C.:

1. The present Suit has been filed for recovery of a sum of Rs.1 Crore plus a sum of Rs.39,96,000/- with interest @ 12% p.a. from 1st January, 2018 till 30th April, 2021 which totals to an amounts of Rs.1,39,96,000/- from the Defendants as more particularly set out in the particulars of claim has annexed to the Plaint.

2. Today, the parties have tendered Consent Terms dated 19th December, 2022. The Consent Terms have been signed by Mr. Jairaj Sonawala (Plaintiff). The Consent Terms have also been signed by one Mr. Karan Tolia on behalf of Defendant No.1, Mr. Bipin Shah (Defendant No.2) and Mr. Sandeep Shah (Defendant No.3). The authorities of the respective Defendants have also been annexed to the Consent Terms. The Plaintiff and Defendant No.1 are present in Court today and are identified by their respective advocates. The respective advocates have also signed the Consent Terms. The Consent Terms put an end to all the disputes and differences and claims as stated in Commercial Summary Suit No. 64 of 2021. The Consent Terms are taken on record and marked Exhibit “X” and are scanned and reproduced as under:–



2. Defendant No.1 has handed over following post – dated cheques to the Plaintiff and the Plaintiff acknowledges receipt of the same:

i. Cheque No. 000569 drawn on HDFC Bank, Sandoz House Branch, Worli dated 19th December, 2022 for Rs. 5,00,000/-.

ii. Cheque No. 000573 drawn on HDFC Bank, Sandoz House Branch, Worli dated 19th June, 2023 for Rs. 64,00,000/-.

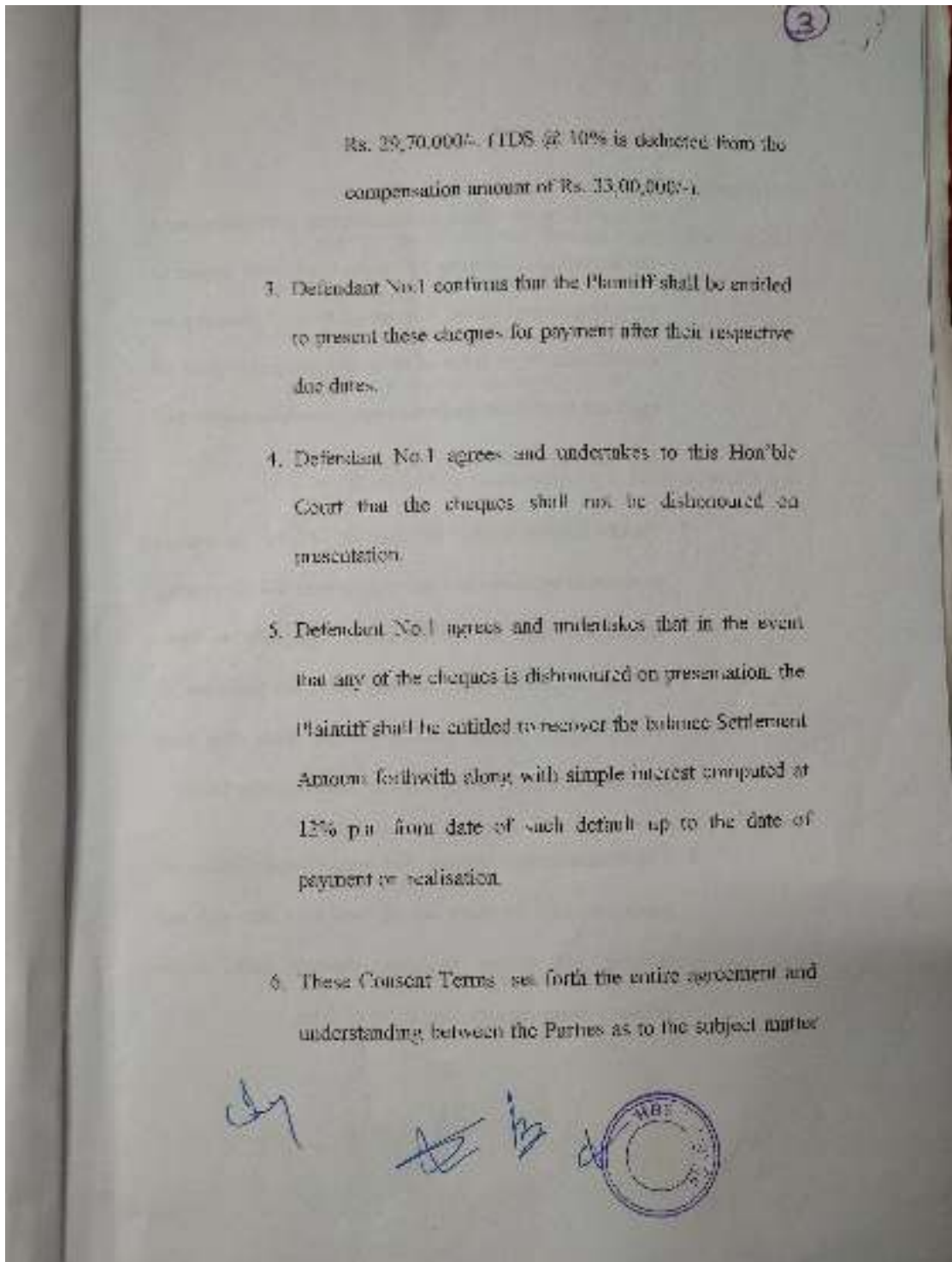
iii. Cheque No. 000571 drawn on HDFC Bank, Sandoz House Branch, Worli dated 19th December, 2023 for Rs. 31,00,000/-.

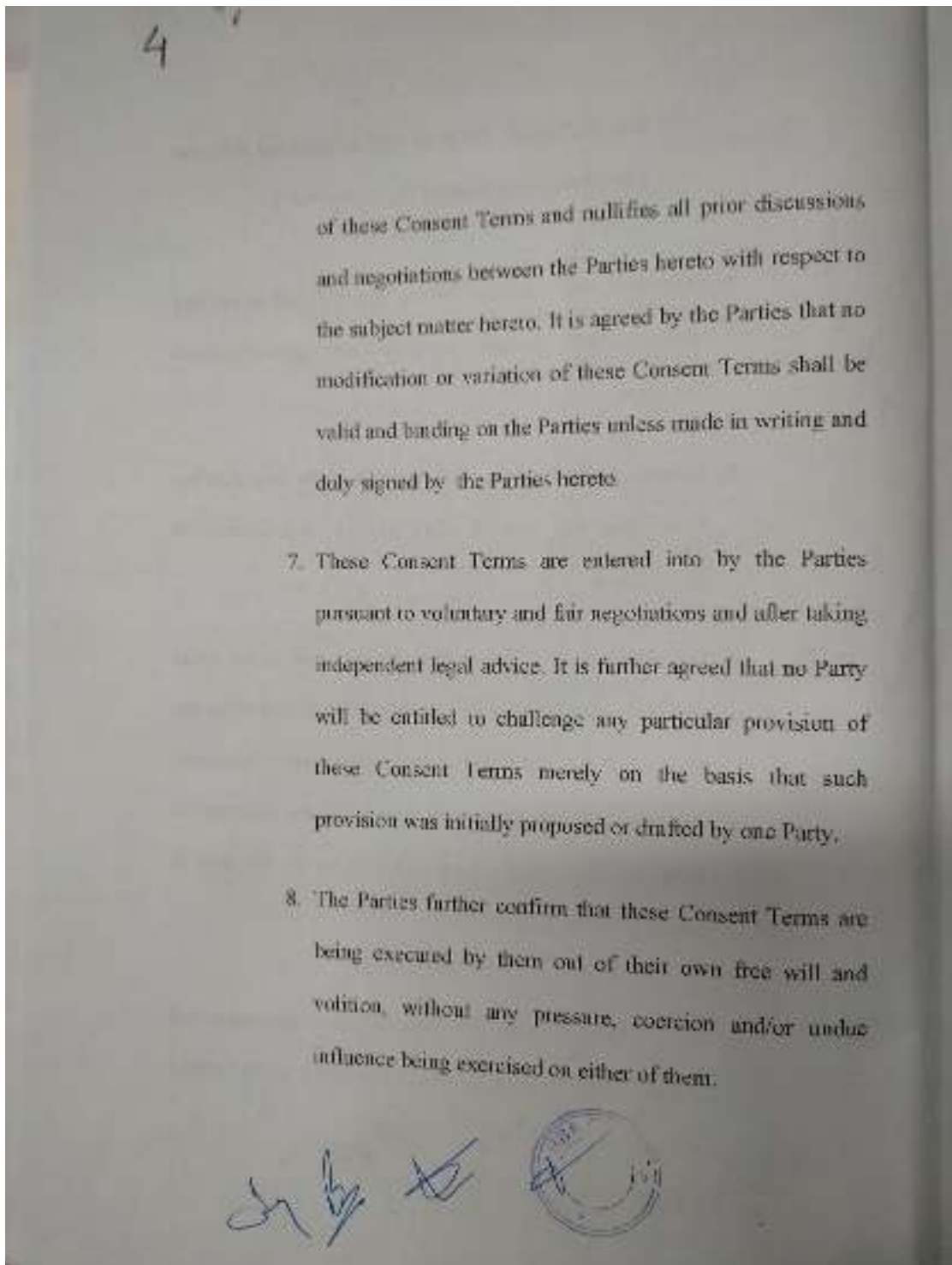
iv. Cheque No. 000572 drawn on HDFC Bank, Sandoz House Branch, Worli dated 19th December, 2023 for

dy



[Signature]





9. The Parties further agree and affirm that they, their respective successors, assigns, representatives or any other person or entity claiming through them, shall remain bound by the terms of these Consent Terms for all intents and purposes, and the Parties hereto shall not be entitled to challenge or dispute the contents hereof.

10. The Plaintiff shall, accordingly, be entitled to execute this Order as a decree of this Hon'ble Court.

11. Mr. Karim Tolia, is duly authorised to execute these Consent Terms on behalf of the Defendant No. 1, as per the Board Resolution and Authority letters issued by the Defendant No.1 and the members forming part of the Defendant No.1, respectively, copies whereof are annexed as Annexure 1 - Copy.

12. Parties shall bear their own costs.

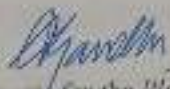
 

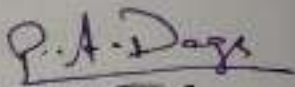


13. In view of these Consent Terms, the present Suit stands disposed of in terms of these Consent Terms, against all the Defendants.

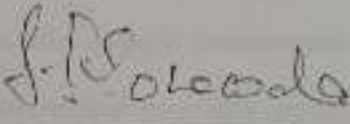
DATED THIS 19th DAY OF DECEMBER 2022

M/s. JAYAKAR & PARTNERS


Advocate for the Plaintiff


for PARTNER

Advocates for the Defendants


Plaintiff
Mr. Jairaj Sonawala

For M/s. HBS Group Co.


Defendant No. 1


Defendant No. 3
Mr. Sandeep Shah


Defendant No. 2
Mr. Bipin Shah

The undertakings given in the Consent Terms in paragraphs 1, 4 and 5 are accepted as undertakings given to the Court.

3. The learned counsel appearing on behalf of the Plaintiff confirms that he has received four cheques as stated, more particularly in paragraph 2 of the Consent Terms.

4. The above Suit is thus disposed of in terms of the Consent Terms.

5. The Refund of Court Fees, if any, as per rules.

(ARIF S. DOCTOR, J)