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

SUIT NO.548 OF 2017

Rajkumar Nandkishore Jha

... Plaintiff

Versus

Shree Vastukalp Builders and Developers & 5
Ors.

...Defendants

Mr. Subhash Jha, i/b. Law Global Associates for Applicants in CHS
No.706 of 2019.

Ms. Nadiya Sarguroh with Ms. Aakanksha L. i/b. MZM Legal LLP for
Defendant Nos.1 to 6.

CORAM : R.I. CHAGLA J

DATE : 4TH JULY, 2022

ORDER :

1. The parties have settled their disputes. The Consent Terms dated 4th July, 2022 are taken on record and marked 'X' for identification. These are signed by the Plaintiff as well as Advocates for the Plaintiff and by the original Defendant Nos.1 to 6 and newly joined Defendant Nos.7 to 12 as also their respective Advocates. The documents identifying the parties are appended to the Consent Terms. 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.

2. The documents appended to the Consent Terms are the Consent / No objection of the newly joined Defendants Nos.7 to 12 for development of the subject property by Defendant Nos.1 to 6. Their respective flats being allotted to the newly joined Defendant Nos.7 to 10 in new buildings are also mentioned in the no objection appended to the Consent Terms. The details of payments made by the newly joined Defendants have also been appended to the Consent Terms.

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

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

5. In view of the disposal of the Suit, the Interim Applications, if any, filed do not survive and are disposed of accordingly.

6. The Court Receiver appointed by this Court by order dated 24th July, 2018 is discharged without passing of accounts and upon payment of costs, charges and expenses to be borne by the Plaintiff.

7. The Court Receiver's Report No.278 of 2019 is disposed of accordingly.

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

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

10. 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.

11. 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.]