

Sharayu Khot.

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

SUIT NO. 1019 OF 2019

WITH

NOTICE OF MOTION NO. 2507 OF 2019

Vardhman Developers Limited

...Plaintiff

Versus

Parle Nandanvan Co-operative Housing
Society Limited

...Defendant

Ms. Kausar Banatwala a/w Ms. Gauri Sakhardande i/by Tushar Goradia for the Plaintiff.

Mr. Smit Nagda for the Defendant No. 1-Society.

Mr. Naresh Chheda a/w Mr. Aamir Attari iby Taurus Legal for the proposed Defendant No. 2.

Mr. Ashok Ajmera-Chairman for Defendant No. 1-Society present.

Mr. Jesal Ajmera, Partner of proposed Defendant No. 2 present.

CORAM : R.I. CHAGLA J

DATE : 21 March 2022

ORDER :

1. Learned Counsel appearing for the Plaintiff has sought leave to carry out formal amendment by joining H.J. Corporation as Defendant No. 2 in the above Suit.

2. Leave is granted. The Plaintiff shall carry out amendment in Suit No. 1019 of 2019 by joining H.J. Corporation as Defendant No. 2 forthwith.

3. Re-verification is dispensed with.

4. Learned Advocate for the Defendant No. 2 shall file Vakalatnama during the course of the day.

5. The parties have settled their disputes. Consent Terms dated 14th March 2022 between the Plaintiff and Defendant have been tendered. The Consent Terms are taken on record and marked 'X' for identification. These are signed by the authorised signatory/Director of the Plaintiff, Chairman of Defendant No. 1, Partner of Defendant No. 2 as well as Advocates for the Plaintiff, Defendant No. 1 and Defendant No.2. Parties/signatories to the Consent Terms are present in Court.

6. 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.

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

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

9. In view of disposal of the Suit, Interim Applications, if any, are also disposed of, having become infructuous.

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

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

12. 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.

13. 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.]