

Sharayu Khot.

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

INTERIM APPLICATION (L) NO. 13840 OF 2022

WITH

COMMERCIAL SUIT (L) NO. 9544 OF 2021

MS Infrastructure

...Applicant/
Proposed
Defendant

In the matter between

VAS Realty LLP

...Plaintiff

Versus

Devki Nagar Co-operative Housing Society
Limited

...Defendant

WITH

INTERIM APPLICATION NO. 1654 OF 2021

WITH

INTERIM APPLICATION (L) NO. 9548 OF 2021

IN

COMMERCIAL SUIT (L) NO. 9544 OF 2021

Mr. Hitesh Mishra a/w Hetal Vithlani i/by DM Legal Associates,
for the Applicant.

Ms. Sneha Patil i/by Mr. Maniar Srivastava Associates for the
Plaintiff.

Mr. Rasesh Shah for the Defendant No. 1.

CORAM : R.I. CHAGLA J

DATE : 28 April 2022

SHARAYU
PANDURANG
KHOT

Digitally signed
by SHARAYU
PANDURANG
KHOT
Date:
2022.04.29
18:17:07
+0530

ORDER :

1. Interim Application (L) No. 13840 of 2022 is not on board. Taken on board.
2. By the Interim Application (L) No. 13840 of 2022, the Applicant has sought permission to carry out the amendment to the Plaint in accordance with the schedule annexed to the Interim Application. It is for joinder of the party namely MS Infrastructure as Defendant No. 2 in the above Suit and consequential amendment thereof.
3. Leave is granted. The Plaintiff shall carry out the amendment forthwith.
4. Re-verification is dispensed with.
5. Interim Application (L) No. 13840 of 2022 is disposed of in the above terms.
6. Parties have arrived at settlement. Consent Terms

dated 26th April 2022 are tendered. The Consent Terms are taken on record and marked 'X' for identification. These are signed by the partners of the Plaintiff as well as by Defendant No. 1 and newly added Defendant No. 2. Relevant documents by which the signatories of the Consent Terms have been duly authorised, have been appended to the Consent Terms. There is also Deed of Cancellation and Deed of Declaration-cum-Indemnity both dated 26th April 2022 between Plaintiff and Defendant No. 1 appended to the Consent Terms. Other supporting documents are also appended to the consent Terms.

7. 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.

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

9. The Commercial Suit (L) No. 9544 of 2021 is disposed of and decreed in accordance with the Consent Terms.

10. Interim Application No. 1654 of 2021 filed by Defendant No. 1 and Interim Application (L) No. 9548 of 2021 filed by the Plaintiff do not survive, in view of the disposal of the Suit and are accordingly disposed of.

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

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

13. 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.

14. 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.]