

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

**SUIT NO.435 OF 2019
WITH
NOTICE OF MOTION (NMS) NO.832 OF 2019
WITH
NOTICE OF MOTION (NMS) NO.1222 OF 2019
WITH
CHAMBER SUMMONS (CHS) NO.33 OF 2020
IN
SUIT NO.435 OF 2019**

Mohid Heights Co-operative

Housing Society Limited

...Plaintiff

V/S

Mohid Construction Co. & Ors.

...Defendants

Mr. Sanmish Gala i/by M/s. Markand Gandhi & Co. for Plaintiff.

Ms. Manisha Virkhare a/w Ms. Shraddha Ambre and Ms. Ankita Ved
i/by Divya Shah Associates for Defendant No.1-present.

Mr. Anoop Patil for Defendant No.3 (SRA).

Adv. A. R. Lambay i/by Lambay & Co. for Plaintiffs in CHS/33/2020.

CORAM : R. I. CHAGLA, J.

DATED : 13th JUNE, 2022.

P.C.

1. The parties have settled their disputes. Consent Terms dated 7th June 2022 have been tendered. The Consent Terms are taken on record and marked 'X' for identification. These are signed

by authorized signatories of the Plaintiff-society and advocates for the Plaintiff as well as by the sole proprietor of Defendant No.1 and advocates for Defendant No.1. The documents authorising the signatories of the Plaintiff to execute the Consent Terms on behalf of the Plaintiff-Mohid Heights Co-operative Housing Society Ltd. is attached to the Consent Terms. At Annexure-A to the Consent Terms, the parties have agreed to complete the work of the suit building within a period of eight months from the date of signing of the Consent Terms. The building infrastructure work as well as pending work of commercial and residential units have been set out in Annexure-A of 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 undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

3. The learned counsel for the Plaintiff seeks leave to withdraw the Suit against Defendant Nos.2 to 31 unconditionally. Accordingly, the Suit is disposed of as withdrawn against Defendant Nos.2 to 31.

4. Chamber Summons No.33 of 2020 has been filed by the intervener to intervene in the proceedings. However, considering the Consent Terms between the parties by which the Suit is being decreed against Defendant No.1 and withdrawn against the other Defendants, the Chamber Summons does not survive and is disposed of.

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

6. In view of disposal of Suit, Notice of Motion Nos.832 of 2019 and 1222 of 2019 does not survive and hence, they are also disposed of.

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

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

9. 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.

10. 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.

11. All concerned will act on production of a digitally signed copy of this order.

(R. I. CHAGLA, J.)