

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

**COMMERCIAL SUIT NO. 19 OF 2016
WITH
CHAMBER SUMMONS NO. 1 OF 2016
WITH
NOTICE OF MOTION NO. 570 OF 2017
IN
COMMERCIAL SUIT NO. 19 OF 2016**

Dr. Dilipkumar Jagjivandas Raichura & Anr. ... Plaintiffs

Versus

M/s. Right Channel Constructions & Ors. ... Defendants

Mr. Nikhil Wable i/b Jayakar & Partners for the Plaintiffs.

Mr. Rishikesh Soni i/b Mrugank Shah for Defendant No.6.

Mr. Hemant Mehta (Secretary), Mr. Rakesh Choksey (Treasurer) of Defendant No.6, present.

Mr. Hemang S. Raythattha i/b RMG Law Associates for Defendant Nos.1 to 5 and 7.

Mr. Devendray Pandey, Authorised Signatory for Defendant No.7, present.

Dr. Dilipkumar Raichura, Plaintiff No.1, present.

Dr. Mrs. Shobha Dilip Raichura, Plaintiff No.2, present.

CORAM : R.I. CHAGLA, J.

DATED : 21st JULY, 2022

ORDER :

1 Leave has been sought to amend the cause title of the plaint by joining Right Channel Constructions Private Limited as Defendant No.7.

The Plaintiffs are permitted to amend the plaint and 'Right Channel Constructions Private Limited' shall be shown as Defendant No.7. Consequential amendment be allowed. Re-verification is dispensed with.

2 The parties have settled their disputes. Consent Terms dated 02.07.2022 have been tendered and are taken on record and marked 'X' for identification. These are signed by the Plaintiff Nos.1 and 2 and the Advocate for the Plaintiffs as well as by Defendant Nos.6 and 7 and the respective Advocates of Defendant Nos.6 and 7.

3 Appended to the Consent Terms is the agreement of Permanent Alternate Accommodation between Defendant No.7 and Amit Apartment Co-operative Housing Society Limited and Plaintiff Nos.1 and 2. The Plaintiff Nos.1 and 2 are referred to as the members of Defendant No.6-Society. Plans are also appended to the Consent Terms. The Resolution passed at the meeting of the Board of Directors of Defendant No.7 authorising signatory to the Consent Terms who signed the Consent Terms is appended to the Consent Terms. Further, the Resolution of Defendant No.6-Society authorising signatory to execute the Consent Terms are appended to the Consent Terms.

4 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.

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

6 Leave has been sought to withdraw the captioned Suit against Defendant Nos.1, 2, 3, 4 and 5 as per clause 4 of the Consent Terms.

7 Leave is granted to withdraw the captioned Suit against Defendant Nos.1, 2, 3, 4 and 5.

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

9 In view of disposal of the Suit, Notice of Motion No.9 of 2016, Notice of Motion No.570 of 2017 and Chamber Summons No.1216 of 2016 do not survive and are accordingly disposed of.

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.

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

(R.I. CHAGLA, J.)

Digitally
signed by
WAISHALI
SUSHIL
WAGHMARE
Date:
2022.07.27
17:16:09
+0530