

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

**COMMERCIAL SUIT NO.107 OF 2023
WITH
NOTICE OF MOTION NO.678 OF 2016
IN
COMMERCIAL SUIT NO.107 OF 2023**

Mr. Sudhir Amritlal Kotak ...Applicant

vs.

Mr. Narendra D. Jariwala and Ors. ...Respondents

Mr. Nilesh R. Modi a/w B.N. Jadhav i/b. Rustamji & Ginwala
Advocate for the Applicant.

Mr. Sudhir Kotak, Plaintiff preset in person.

Mr. Narendra D. Jariwala, Def. No.1 present in person.

Ms. Bhoomi Anupam Asher, Def. No.2(a) present in person.

Mrs. Kanan Anupam Asher, Def. No.3 present in person.

CORAM : S. M. MODAK, J.

DATE : 9th OCTOBER 2023

P. C. :-

1. Heard learned Advocate for the Plaintiff. Plaintiff is present.
Defendant No.1, Defendant No.2(a) and Defendant No.3 are
present.
2. The suit is filed for recovery of mortgage money. Now,
Defendants have agreed to sell the flat and purchaser has agreed to

repay the money to the plaintiff. Accordingly, Consent Terms are executed. They are signed by the Plaintiffs and all the Defendants. All of them admits them. Consent Terms are taken on record and marked as Annexure 'X'. Draft of letter to be sent by the Defendants to the Society for issuing NOC for sale of flat is annexed to the Consent Terms.

3. In view of that, the suit is disposed of in light of Consent Terms. Consent Terms are considered as undertaking to the Court. Pending Interim Applications/Notice of Motions are disposed of. Interim order/s, if any, passed earlier stand vacated.

4. Refund of Court fees, if any, as per rules.

[S. M. MODAK, J.]