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

SUIT NO.272 OF 2020

WITH

INTERIM APPLICATION NO.755 OF 2020

Ghanshyam Purushottamdas Purohit ...Plaintiff

Versus

Shakti Property Developers Pvt. Ltd. & ... Defendants
Ors.

Mr. D. Jain i/b Kiran Jain & Co. for the Plaintiff.

M. M. Vashi, Senior Advocate a/w. Aparna Devkar i/b M P Vashi
Associates for Defendant Nos.1, 2, 4 and 5.

CORAM : R. I. CHAGLA J.

DATE : 3 MARCH 2023.

ORDER :

1. The Plaintiff and the Defendants have arrived at settlement in the above Suit. Consent Terms entered into between them bearing today's date is tendered and taken on record and marked "X" for identification. Consent Terms have been signed by the Plaintiff and advocate for the Plaintiff as well

as by Defendant Nos.1, 2, 4 and 5 and advocate for these Defendants. In clause 1 of the Consent Terms the Plaintiff has sought leave to delete the name of Defendant No.3 who has resigned as Director of Defendant No.1-Company long back in the year 2003 and thus is neither a necessary nor a proper party.

2. Accordingly, leave is granted. The Plaintiff shall delete the name of Defendant No.3 forthwith.

3. 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.

4. In clause 3 and 5 of the Consent Terms undertaking have been given by Defendant Nos.1, 2, 4 and 5 which are accepted as undertaking to this Court.

5. The Suit is disposed of and decreed in accordance with the Consent Terms. The Interim Application filed in the above suit does not survive and is accordingly disposed of.

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

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

8. 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.

9. 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.]