

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

SUIT NO. 695 OF 2011

Sangita L. Mankani & Ors. ..Plaintiffs
Vs.
Mumtazhussain M. Kagalwal & Ors. ..Defendants

Mr. Mayur Khandeparkar a/w Sahim Ansari *for Plaintiff Nos. 2, 3(a), 3(b) and 3(c).*

Mr. A. K. Upadhyay *for the Applicant in CHS/1299/2018.*

Ms Deepa Pohuja a/w Asfiya Khan i/b. J. Law Associates *for Defendant No.1.*

Ms. Pratibha Rupnawar i/b. Samatva Legal Associates *for Propose Defendant Nos. 6 to 8.*

Mr. E. B. Sivakumar, *1st Assistant to the Court Receiver is present.*

Ms Mamta B. Mohammad, *Plaintiff No.2. is present.*

Ms Chandni M. Mankani, *Plaintiff No.3(a) is present.*

Ms Anjali M. Mankani, *Plaintiff No.3(b) is present.*

Ms Gauri M. Mankani, *Plaintiff No.3(c) is present.*

Ms Tasneem Bombaywalla, *POA holder of Defendant No.1 is present.*

Mr. Mukesh Bajaj, *Defendant No.6 is present.*

Mr. Navin Parekh, *Defendant No.7 is present.*

CORAM: B. P. COLABAWALLA, J
DATED: 15 MARCH 2023

P.C.

1. Mr. Khandeparkar, the learned Counsel appearing for the Plaintiffs tenderes draft amendments which are taken on record and marked 'X' for identification. Leave is granted to amend the Plaint as per the draft handed in. The amendments shall be carried out on or before 20th March, 2023. Re-verification is dispensed with.

2. When the above matter is called out, the Plaintiffs as well as Defendant Nos.1 and 6 to 8 have informed me that they have settled their disputes as recorded in the consent terms dated 15th March, 2023. The consent terms have been signed by Plaintiff Nos.2, 3(a), 3(b) and 3(c) respectively. As far as Plaintiff No.1 and 4 are concerned, they both have passed away and have been deleted from the above proceedings pursuant to the amendments granted above.

3. Plaintiff No.2, 3(a), 3(b) and 3(c) are all present in Court today and have stated before the Court that they have signed the consent terms after reading and understanding the same as well as the implications thereof.

4. The consent terms have been signed on behalf of Defendant No.1 through the power of attorney holder Ms Tasneem Bombaywalla, who is the daughter of Defendant No.1. She is also

present in Court today and has stated that she has signed the consent terms on behalf of Defendant No.1 after reading and understanding the same as well as the implications thereof.

5. The consent terms are also signed by Defendant No.6 and 7. They both are present in Court and have stated that they have signed the consent terms after reading and understanding the same as well as the implications thereof. The consent terms have also been signed by Defendant No.6 on behalf of Defendant No.8 (which is a LLP). Defendant No.6 has stated that he has signed the consent terms on behalf of the said LLP after reading and understanding the same as well as the implications thereof.

6. The consent terms have also been signed by the Advocate appearing for the Plaintiffs, the Advocate appearing for Defendant No.1 as well as Advocate appearing for Defendant Nos. 6 to 8.

7. As far as Defendant Nos. 3, 4 and 5 are concerned, they are not signatories to these consent terms. The consent terms record that *qua* them the Suit is simplicitor withdrawn (as recorded in paragraph 19 of the consent terms). The parties before me have further stated that these consent terms, do not in any way, prejudicially affect the rights of Defendant Nos. 3 to 5. The said statement is accepted.

8. In these circumstances, the consent terms dated 15th March, 2023 are taken on record and marked '**X-1**' for identification. The undertakings given in the consent terms are accepted as undertakings given to the Court. There shall be an order and decree in terms of the consent terms and the above Suit is also disposed of in terms thereof.

9. As recorded in the consent terms, the Court Receiver shall stand discharged and shall hand over the property described in paragraph 2A of the consent terms to the reconstituted firm called Delight Construction Company comprising of Defendant Nos. 1, 6, 7 and 8.

10. The Court Receiver shall stand discharged without passing accounts but on the payment of his costs, charges and expenses by Defendant Nos. 6 to 8. The said Defendants shall pay the aforesaid costs, charges and expenses within a period of one week of the Court Receiver raising his bill in that regard and serving it on the Advocates for Defendant Nos. 6 to 8.

11. Drawing up decree is dispensed with.

12. In view of disposal of the above Suit, nothing survives in Chamber Summons No. 1299 of 2018 which is filed by the Intervener

and the same is disposed of accordingly. It is needless to clarify that the Intervener is at liberty to adopt his independent proceedings and is not bound by the consent terms filed today.

13. This order will be digitally signed by the Private Secretary/Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

B. P. COLABAWALLA, J