

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

SUIT NO.1283 OF 2007

Sarbjit Singh Harbansingh Sethi ...Plaintiff
vs.
Kanchandevi Khamanchand Jain and Others ...Defendants

Ms. Manisha Virkhare a/w. Ms. Ankita Ved i/b. Divya Shah Associates, for the Plaintiff.

Mr. A.U. Mishra, for Defendant Nos.1A, 2, 3A to 3B, 4 to 8, 9A to 9E and 10.

Mr. Naushad Engineer a/w. Ms. Jasmine Kacharia, Ms. Tanvi Shah, Ms. Tejasvi Somaiya, Ms. Deepa Jojo i/b. Wadia Ghandy & Co. for Defendant No. 11.

Mr. Jenil Shah i/b. Ganesh & Co., for Defendant No. 12.

CORAM : N. J. JAMADAR, J.
DATE : FEBRUARY 07, 2023

P.C.:

1. Heard the learned counsel for the parties.
2. The learned counsel for the plaintiff tenders a draft amendment so as to bring the legal representative of defendant Nos. 3 and 9 and add defendant No. 12.
3. Mr. Mishra, learned counsel for defendant Nos. 3A, 3B, 9A to 9E submits that the proposed legal heirs have no objection to bring them on record.
4. Mr. Shah, learned counsel submits that the proposed defendant No. 12 has no objection to implead him as party defendant.

5. The learned counsel undertake to file vakalatnama on behalf of defendant Nos. 3A, 3B, 9A to 9E and 12, respectively, within a weeks time. The learned counsel for the parties also submit that the entire dispute has been amicably resolved and consent terms have been executed.

6. In view of the aforesaid statement, the amendment in accordance with the draft amendment is allowed.

7. Necessary amendment be carried out forthwith.

8. Re-verification dispensed with.

9. The learned counsel for the plaintiff and defendant Nos. 1A, 2, 3A, 3B, 4, 5, 6E, 7, 9A to 9E, 10 to 12 make a joint statement that the parties have amicably resolved the dispute and consent terms have been executed.

10. The learned counsel seek leave to tender the consent terms.

11. The plaintiff and defendant Nos. 1A, 2, 3A, 3B, 4, 5, 6E, 7, 9A to 9E, Mr. Himanshu Kanakia, authorized representative of defendant No. 11 Golden Guild Properties Pvt. Ltd. and Mr. Himanshu Kanakia authorized representative of defendant No. 12 Kanakia Forte Construction Pvt. Ltd. are present before the Court.

12. They are identified by their respective advocates.

13. The plaintiff and above numbered defendants admit the contents of the consent terms and execution thereof.

14. The plaintiff unconditionally withdraws the suit against defendant Nos. 1B, 1C, 1D, 1E, 1F, 1G, 6A, 6B, 6C, 6D, 8A, 8B, 8C, 8D, 8E and 8F.

15. Upon being inquired, the parties submit that they have voluntarily executed the consent terms and agreed to abide by the terms thereof. It appears that the parties have arrived at a comprehensive settlement of the dispute. They have executed the consent terms voluntarily and there is no coercion and duress. Hence, the consent terms are taken on record and marked "X".

16. Suit stands decreed in accordance with the consent terms.

17. The plaintiff is entitled to refund of Court fees in accordance with the rules.

18. By way of abundant caution, it is clarified that the decree and the consent terms shall not affect the rights of the persons who are not the parties to this consent terms.

19. All pending applications stand disposed.

(N. J. JAMADAR, J.)