

rajshree

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

**SUIT NO.135 OF 2022
WITH
INTERIM APPLICATION NO.1846 OF 2022
IN
SUIT NO.135 OF 2022**

Rekha Ajay Khemka	]	..	Applicant
IN THE MATTER BETWEEN			
Rekha Ajay Khemka	]	..	Plaintiff
vs.			
Shivkumar Niranjnlal Dalmia & Ors.]	..	Defendants	

Ms.Eram Quraishi a/w Vaidehi Bhatt i/b Mehta & Padamsey for Plaintiff.
Ms.Dhanashree Gaikawai a/w Ayaz Bilawala i/b Bilawala & Co. for Defendant No.1.
Mr.Sachin Mandlik i/b Mandlik & Partners for Defendant No.2.
Mr.Shanay Shah i/b M/s.Bachu Bhai Munim & Co. for Defendant No.3.
Ms.C.J. Bhatt Defendant No.8.

CORAM : BHARATI DANGRE, J

DATE : 6th JANUARY, 2023.

P.C.

1] In Suit No.551/2019, Rekha Ajay Khemka, the Plaintiff in Suit No.135/2022, has filed an application for intervention.

While hearing the said Application on 28.02.2022, this Court took note of the fact that except Rekha Khemka, the parties to the Suit had resolved their differences through the Court and they were on the verge of filing Consent Terms on 14.03.2022, recording that Rekha Khemka is daughter of late Bhagwatidevi Niranjnlal Dalmia and Niranjnlal Dalmia and that all her other siblings have resolved their disputes.

Reserving liberty to Rekha Khemka to take out independent proceedings and obtaining necessary orders, the settlement was arrived between the other parties to the Suit No.551/2019 and it is informed that pursuant to the Consent Terms being filed, the Suit is already disposed off.

2] Availing the liberty granted by this Court on 28.02.2022, the Applicant filed Suit No.135/2022, seeking declaration that she alongwith Defendant Nos.1 to 7, each, have 1/8th undivided share, title and interest in the estate of Bhagwatidevi.

I need not delve deep into the pleadings in the Suit and the reliefs prayed therein, since the parties have drawn Consent Terms on 05.01.2023 which are placed before me. The Consent Terms are taken on record and marked as 'Y' for identification.

3] On the perusal of Consent Terms, it is evident that it record the consensus arrived between the Plaintiff and Defendant Nos.1 to 3.

As far as Defendant Nos.4 to 7 are concerned, they are not signatories to the Consent Terms.

4] I was apprehensive about the Consent Terms amounting to full and final settlement, between the parties, in absence of the Defendant

Nos.4 to 7 signing them, but my attention is invited to the earlier order passed by this Court on 28.02.2022 and it now become crystal clear that the settlement took place between the other Defendants in Suit No.551/2019 and accordingly, the Suit is already disposed off. It is only Rekha Khemka, who was kept out of arrangement since the Court recorded that the demand by her was unreasonable and parties were not agreeable.

Leaving her out of settlement, all other siblings of Applicant have settled their disputes and based on this on 22.3.2022 the court disposed off the suit based on the Consent Terms, which were taken on record. It was declared that the order and decree shall be drawn in terms of the Consent Terms after the transaction documents are released, as contemplated in Para 8 of the said terms.

5] In the wake of aforesaid, since now the Plaintiff has also settled her discord with the Defendants in Suit No.135/2022 and the Consent Terms specifically record the arrangement worked out between the Plaintiff and Defendant Nos. 1 to 3, I see no hesitancy in disposing the present Suit in terms of the "Consent Terms" marked as 'Y', wherein, it is declared that the parties have undertaken that they shall be bound by the Consent Terms signed by them on 05.01.2023.

6] The Consent Terms record that Relinquishment Deed shall be signed by the Plaintiff and she shall also sign other connected documents which are necessary to give effect to relinquishment deed and to the Consent Terms.

It is informed that the Applicant has already signed the Relinquishment Deed which is directed to be registered within 10 days.

As far as lis pendens notices are concerned, the Plaintiff shall

take appropriate steps for recalling the said notices.

Needless to state that upon the notices being recalled, they shall be acted upon by all the concerned.

7] Suit No.135/2022 is disposed off in the wake of Consent Terms marked as “Y” for identification.

Decree to be drawn accordingly.

Interim Application No.1846/2022 stand disposed off.

[BHARATI DANGRE, J]