

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

SUIT NO. 920 OF 2018

Rama Gyansham Mahtani and Anr. ...Plaintiffs

vs.

M/s. Tanna Housing and Ors. ...Defendants

ALONG WITH

**INTERIM APPLICATION NO. 4160 OF 2022
IN
SUIT NO. 920 OF 2018**

Rama Gyansham Mahtani and Anr. ...Applicants

In the matter between

Rama Gyansham Mahtani and Anr. ...Plaintiffs

vs.

M/s. Tanna Housing and Ors. ...Defendants

Mr.Tejas Sangharajka a/w Mr.Kayval P. Shah a/w Siddhali Adhikari – Advocates for Plaintiffs.

Ms.Rama Gyansham Mahtani-Plaintiff No.1 present in Court.

Mr.Prakash Gyansham Mahtani-Plaintiff No.2 present in Court.

Mr.M.P.Vora i/b. M/s. Pramod Kuvar and Company (Regd.) - Advocate for Defendant Nos.1, 8 and 9.

Mr.Nikhil Gandhi – Defendant No.9 for self and Authorized Representative of Defendant No.1 present.

Mr.Dharmesh Tanna – Defendant No.3 present.

Mr.Sandeep Sheth – Defendant No.6 present.

CORAM : S. M. MODAK, J.

DATE : 16th OCTOBER 2023

P. C. :-

Satish Sangar

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1. Considering the request made, taken on production board.

2. The parties have settled the matter and they have tendered consent terms. It is taken on record and marked as Annexure-X.

3. This is a Suit for specific performance by the prospective purchasers of the flat. Defendant No.1 is a Partnership-Firm and Defendant Nos.2 to 9 are the Partners. As on today, the position of the Partnership Firm is as follows :-

(a) Defendant Nos.2,4,5,7 and 8 have retired. Plaintiffs want to withdraw the Suit against them unconditionally. It is accepted. Their names be deleted from the array of Defendants. Amendment to be carried out forthwith. Re-verification is dispensed with.

(b) Remaining Partners are Defendant Nos.3, 6 and 9. All are present.

4. As per the “*consent terms*”, both the parties have entered into a fresh agreement for purchase of the flat. Earlier, allotment letter was only in favour of Plaintiff No.1. Whereas, there was unregistered agreement for sale with both Plaintiffs. But, now fresh agreement with both Plaintiffs is executed, stamped and they are going to register it. It is annexed to the “*consent terms*”. Part of the consideration is paid. Remaining is

agreed to be paid within ten (10) days.

5. The “consent terms” are signed by following parties :-

- (a) Both the Plaintiffs have signed it ;
- (b) It is signed by Defendant Nos.3, 6 and 9 and signed by the Authorized Signatory for Defendant No.1 - Firm ;

6. They are identified by their respective Advocates. The Authority letter on behalf of the Firm to be produced during the course of the day.

7. As per the interim order, the Plaintiffs have deposited the amount towards consideration in this Court. It is Rs.46,38,000/- (Rupees Forty Six Lakhs Thirty Eight Thousand Only). Clause No.12 says about return of that amount to the Plaintiffs along with interest.

8. In view of that, following order is passed :-

O R D E R

- (i) The Suit is decreed in view of the “consent terms”.
- (ii) The Plaintiffs be refunded the amount of Rs.46,38,000/- (Rupees Forty Six Lakhs Thirty Eight Thousand Only) along with interest.
- (iii) Refund of Court Fees as per the Rules.
- (iv) Interim Applications, if any, are disposed of.
- (v) Interim Orders, if any, stand vacated.

[S. M. MODAK, J.]