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

**COMMERCIAL SUIT NO. 413 OF 2019
ALONG WITH
NOTICE OF MOTION IN COMMERCIAL DIVISION
MATTERS NO. 2118 OF 2019
IN
COMMERCIAL SUIT NO. 413 OF 2019**

Tanna Housing and Anr. ...Plaintiffs

VS.

Jagdishchandra Ramjilal Jain and 3 Ors. ...Defendants

Mr.Maulik P. Vora i/b. M/s. Pramodkumar and Company (Regd.)
Advocate for Plaintiffs.

Mr.A.R.Shaikh i/b. ASD Associates - Advocate for Defendant
No.1.

Mr.Rohan A. Waghmare i/b. Ms.Sunita M. Poddar - Advocate
for Defendant No.2.

Mr.Kuber Wagle - Advocate for Defendant No.3.

Mr.Nikhil Shirish Gandhi - Plaintiff No.2 and Partner of Plaintiff
No.1 present.

Mr.Jagdishchandra Ramjilal Jain - Defendant No.1 present.

Mr.Sandeep Kishorchandra Sheth - Defendant No.2 present.

Mr.Dharmesh Ishwarlal Tanna - Defendant No.3 present.

CORAM : S. M. MODAK, J.

DATE : 29th SEPTEMBER 2023

P. C. :-

1. Mentioned out of turn.
2. Heard learned Advocate for the Plaintiffs, learned Advocate for Defendant No.1 who represent the flat purchaser. Also heard learned Advocate for Defendant No.2 - Partner and

for Defendant No.3 who is also a Partner. Defendant Nos.2 and 3 and Plaintiff No.2 are the partners of Partnership Firm – Plaintiff No.1.

3. The grievance in the Suit is that Defendant Nos.2 and 3 without consent of Plaintiff No.2 have entered into an agreement for sale of flat in favour of Defendant No.1. The said flat was mortgaged in favour of Bank – Defendant No.4. Now, the loan is repaid and Bank has given NOC dated 8th October, 2020. It is annexed as Annexure-‘B’.

4. The Plaintiffs, Defendant No.1 – Purchaser and Defendant Nos.2 and 3 – other Partners have entered into the consent terms. It is filed on record and marked as Annexure-X. All of them have signed. All are present in the Court. They are identified by their respective Advocates.

5. The name of Defendant No.4 is deleted from the array of Defendants. Amendment be carried out forthwith.

6. The consent terms are accepted as an undertaking given to the Court.

7. Suit is disposed of in terms of consent terms.

8. Refund of Court Fees as per the Rules.

9. Interim Applications, if any, stand disposed of.

[S. M. MODAK, J.]