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

**COMMERCIAL SUIT NO. 417 OF 2019
ALONG WITH
NOTICE OF MOTION IN COMMERCIAL DIVISION
MATTERS NO.2121 OF 2019
IN
COMMERCIAL SUIT NO. 417 OF 2019**

Tanna Housing and Anr.

...Plaintiffs

vs.

Vinay Agarwal 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 Nos. 3 and 4.

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

Mr.Vinay Agarwal - Defendant No.1 present.

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

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

Mr.Lovely Jain i/b. Lex Firmus - Advocate for Defendant No.4 in
Commercial Suit No.417 of 2019.

CORAM : S. M. MODAK, J.

DATE : 29th SEPTEMBER 2023

P. C. :-

1. Heard learned Advocate for the Plaintiffs a partnership
firm and a partner, learned Advocate for Defendant No.1 - Flat

Purchaser, learned Advocate for Defendant No.2 – Partner and learned Advocate for Defendant No.3 – another Partner. He is also representing Defendant No.4 – Allottee.

2. The grievance is that Defendant Nos.2 and 3 have agreed to sell the flat in question in favour of Defendant No.1 without consent of Plaintiffs. Furthermore, Defendant Nos.2 and 3 have also issued allotment letter in favour of Defendant No.4. Now, the parties have entered into consent terms and allotment in favour of Defendant No.4 is cancelled. Plaintiffs agree to fulfill the obligations in favour of Defendant No.1.

3. The consent terms taken on record and marked as Annexure-X. They are accepted as an undertaking given to this Court. All the parties are present. They have signed it. They are identified by the respective Advocates.

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

5. Refund of Court Fees as per the Rules.

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

[S. M. MODAK, J.]