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

**COMMERCIAL SUIT NO. 326 OF 2019
ALONG WITH
NOTICE OF MOTION IN COMMERCIAL DIVISION
MATTERS NO.1253 OF 2019
IN
COMMERCIAL SUIT NO. 326 OF 2019**

Tanna Housing and Anr.

...Plaintiffs

vs.

Vinay Agarwal and 4 Ors.

...Defendants

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

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

Mr.A.R.Shaikh i/b. ASD Associates - Advocate for Defendant
Nos.1 and 2.

Mr.Vinay Agarwal - Defendant No.1 present.

Mr.Jagdishchandra Ramjilal Jain - Defendant No.2 present.

Mr.Rohan Waghmare i/b. Ms.Sunita Poddar - Advocate for
Defendant No.3.

Mr.Sandeep Kishorchandra Sheth - Defendant No.3 present.

Mr.Dharmesh Ishwarlal Tanna - Defendant No.4 present.

Mr.Kuber Wagle - Advocate for Defendant No.4.

CORAM : S. M. MODAK, J.

DATE : 29th SEPTEMBER 2023

P. C. :-

1. Mentioned out of turn.
2. Heard learned Advocate for the Plaintiffs a partnership

firm and a partner, learned Advocate for Defendant Nos.1 and 2 who represent the flat purchasers. Also heard learned Advocate for Defendant No.3 - Partner and for Defendant No.4 who is also a Partner. Defendant Nos.3 and 4 and Plaintiff No.2 are the partners of Partnership Firm - Plaintiff No.1.

3. The grievance in the Suit is that Defendant Nos.3 and 4 without consent of Plaintiff No.2 have entered into an agreement for sale of flat in favour of Defendant Nos.1 and 2. The said flat was mortgaged in favour of Bank - Defendant No.5. Now, the loan is repaid and Bank has given NOC dated 8th October, 2020. It is annexed as Annexure-'B'. The name of Defendant No.5 is deleted from the array of Defendants. Amendment be carried out forthwith.

4. The Plaintiffs, Defendant Nos.1 and 2 - Purchasers and Defendant Nos.3 and 4 - 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 consent terms are accepted as an undertaking given to the Court.

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

7. Refund of Court Fees as per the Rules.

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

[S. M. MODAK, J.]