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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. 355 OF 2019
ALONG WITH
NOTICE OF MOTION IN COMMERCIAL DIVISION
MATTERS NO. 1252 OF 2019
IN
COMMERCIAL SUIT NO. 355 OF 2019**

Tanna Housing and Anr.

...Plaintiffs

vs.

Ashish Jagdish 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.Ashish Jagdish 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 partnership firm

and a partner, learned Advocate for Defendant No.1 - Purchaser and learned Advocate for Defendant Nos.2 and 3 who are other Partners. Whereas, Defendant No.4 is a Mortgagee who has advanced loan.

3. The grievance is that Defendant Nos.2 and 3 have agreed to sell flat without consent of Plaintiffs to Defendant No.1 - Purchaser. The loan is repaid to the Bank and they have issued “no due certificate” which is at Annexure-‘A’ dated 8th October, 2020.

4. In view of the same as per oral request on behalf of the plaintiffs, name of the Bank is deleted. Amendment to be carried out forthwith.

5. Consent terms are executed in between the parties and they are taken on record. Marked as Annexure ‘A’. They are accepted as an undertaking given to the Court. They are signed by all the parties. They are present. They are identified by their respective Advocates.

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.]