

Sharayu Khot.

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

SUIT NO. 435 OF 2022

WITH

INTERIM APPLICATION NO. 5089 OF 2022

Kishore D. Pendharkar & Anr.

...Plaintiffs

Versus

M/s. Gio Properties & Ors.

...Defendants

Mr. Rajkumar Mishra and Shakti Deengar for the Plaintiffs.

Mr. Rajesh Ghag i/by Dayanand Shetty for the Defendant No. 4.

CORAM : R.I. CHAGLA J

DATE : 4 May 2023

ORDER :

1. The parties have arrived at the settlement in the above Suit. Consent Terms bearing today's date have been tendered. The Consent Terms are taken on record and marked 'X' for identification. These are signed by the Plaintiff Nos. 1 and 2 and the Advocate for the Plaintiffs as well as by the Defendant Nos. 1, 2 and 3 and Dr. Charuta Kavishwar, authorised representative on behalf of Defendant

No. 4 and the Advocate for Defendant Nos. 1 to 3 and Defendant No.4.

2. The Defendant Nos. 5 to 16 and Defendant No. 17 - Municipal Corporation of Greater Mumbai and Defendant No. 18 - the Executive Engineer Building Proposal (P-North Ward), MCGM stands deleted as parties to the Suit and Interim Application.

3. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

4. The providing of the said flats are mentioned in Clause 6 to 9 of the Consent Terms. In Clause 9 of the Consent Terms, manner of payment by the Plaintiff for the provisions of the said flats by Defendant No. 1 is provided. There are postdated cheques which have been handed over by the Plaintiffs to the Defendant No. 1 and which postdated cheques are to be honoured on their due dates mentioned therein and as undertaken under Clause II of the Consent Terms. Further, in Clause 12 it is provided that the Plaintiffs may by prior intimation to the Defendant make prior payment by NEFT to

Defendant No. 1 of the amounts mentioned in Clause 9(c) to (g) of the Consent Terms and only upon such payment being made by the Plaintiffs to the Defendant No. 1, the concerned postdated cheques will be returned by the Defendant No. 1 to the Plaintiffs.

5. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

6. The Suit is disposed of and decreed in accordance with the Consent Terms.

7. Interim Application No. 5089 of 2022 filed in the present Suit by the Plaintiffs against the Defendants does not survive and accordingly, stands disposed of.

8. Interim orders passed, if any, stands vacated.

9. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.

10. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

11. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

12. Court fees are to be refunded in accordance with the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso to that Section, today's date is the date of making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for a refund of Court Fees computed according to the Rules. He will act on production of an authenticated copy of this order without requiring a separate application.

[R.I. CHAGLA J.]