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

COMMERCIAL SUIT NO.895 OF 2018

Nederlandse Financierings Maatschappij ...Plaintiffs
Voor Ontwikkelingslanden V. V. (FMO) &
Anr.

Versus

Vinca Developer Pvt. Ltd. & Ors. ... Respondents

Mr. Sandeep Parikh a/w Mr. Prashant Beri i/b Beri & Co. for the
Plaintiffs.

Mr. Darshit Dave a/w. Mr. A. Patel i/b AVP Partners for
Defendant No.1.

Mr. Ayush Agarwala, Authorized representative of Defendant
No.1 present.

Mr. Nishit Dhruva a/w. Mr. Prakash Shinde, Ms. Niyati Merchant
for Defendant Nos.2,3 & 4 and for Respondent No.1.

Mr. Aditya Mehta a/w. Mr. Prituish Shetty, Ms. Saloni Shah i/b
Cyril Amarchand Mangaldas for Defendant Nos.8,9 & 11.

Ms. Anjali Patil and Ms.Akanksha Singh, Plaintiff's
representatives present.

Mr. Sadanand Lad in person present for Defendant No.2.

Mr. Hemant Shah-Defendant No.3 in person present.

Mr. Vyomesh Shah-Defendant No.4 in person present.

Mr. Kamal Matalia for Defendant No.10/Respondent No.1
present.

CORAM : R. I. CHAGLA J.

DATE : 3 MARCH 2023.

ORDER :

1. Learned Counsel for the Plaintiffs has sought leave to add (i) Rubix Trading Private Limited and (ii) IDBI Trusteeship Services Limited, as Defendant No. 10 and Defendant No. 11, who are Respondent No.1 and Respondent No. 2 to the Consent Terms.

2. The draft amendment to add Defendant No. 10 and Defendant No. 11 is tendered by the Learned Advocate for the Plaintiffs and taken on record and marked “**A1**” for identification with today’s date.

3. Accordingly, the Commercial Suit shall stand amended in terms of the draft amendment marked as A1 for identification. The Plaintiffs shall carry out necessary amendment in the course of the day. Re-verification is dispensed with.

4. The Learned Advocates appearing for Defendant No. 10 and Defendant No. 11, waive service of writ of summons on behalf of Defendant No. 10 and Defendant No. 11 and

undertake to file Vakalatnama during the course of the day.

5. A settlement has been arrived at between the parties pursuant to which the Consent Terms have been executed by and between the Plaintiffs, Defendant Nos. 1 to 4, 10 and 11 and their respective Advocates on 3rd March 2023. The Consent Terms are tendered to the Court and taken on record and marked 'A' for identification with today's date.

6. Authorized representatives of all the parties are present in court and admit the contents of the Consent Terms.

7. The Commercial Suit, as amended, is decreed in terms of these Consent Terms. The undertaking in the Consent Terms are accepted and treated as undertakings to this Court. The Consent Terms shall form part and parcel of the decree.

8. Learned counsel for the Plaintiffs have sought leave to withdraw the Commercial Suit against Defendant Nos.5 to 9. Leave is granted.

9. Commercial Suit stands disposed of against Defendant Nos.5 to 9. Interim Applications, if any, filed in the Suit do not survive and are accordingly disposed of.

10. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.
11. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
12. 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.
13. 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.]