

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

SUIT NO.262 OF 2024

Khar Vasu Smriti Co-Operative Housing

Society Limited

... Plaintiff

V/s.

Winkle Twinkle Constructions Private Limited

& Anr.

... Defendants

Mr. Sean Wassoodew a/w Rupesh Mandhare & Ashna Shah for the Plaintiff.

Ms. Vijaya S. Ingule (Mishra) for Defendant No.1.

Mr. Abdul Rehman Ansari for Defendant No.2.

CORAM : ARIF S. DOCTOR, J.

DATE : 14TH OCTOBER 2024

P.C. :

1. Learned Counsel for the parties have today tendered consent terms, which have been executed between the Plaintiff and the Defendants. The execution of the consent terms has been duly verified by the affirming officer of this Court, who has annexed a certificate stating that the said consent terms have been executed by the parties out of their free will and without any undue influence and coercion. The consent terms are therefore taken on record and marked "X" for identification.

2. The Suit is therefore disposed of in terms of the consent terms.
3. The undertakings, if any, in the consent terms are accepted as undertakings given to the Court.
4. All interlocutory applications, if any, shall also be disposed of accordingly.
5. Refund of the Court fees, if any, 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.
6. A soft copy of the consent terms will be uploaded as the second order in the matter. 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.

(ARIF S. DOCTOR, J.)