

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 51 OF 2024

Jeevan Builders

...Plaintiff

Vs.

Madhu Jeevan Co-op Housing Society Limited

...Defendant

WITH
INTERIM APPLICATION NO. 410 OF 2024

Adv. Vishal Mehta a/w Chaitanya Sapkal i/by MV Law Partners for the Plaintiff.
Adv. Hitesh Rajpurohit a/w A. Oza, Bishwajeet Mukherjee, H. Sayyed and Rajeev
Sharma for the Defendant.

CORAM : ARIF S. DOCTOR, J.

DATE : 7TH FEBRUARY, 2025

P.C.:-

1. At the outset, Learned Counsel for the Plaintiff seeks leave to withdraw the present Suit against Defendant Nos.2 to 5, who he submits are all statutory authorities.

2. The Suit against Defendant Nos.2 to 5 is thus dismissed as withdrawn.

3. Learned Counsel for the parties today tender consent terms. The execution of the consent terms is duly supported by a report of the

Associate/Affirming Officer of this Court, which report inter alia sets out as follows:

“Signatories have admitted the contents of the Consent Terms. The Consent Terms are duly signed by the parties out of their free will without any undue influence and coercion. The Consent Terms are duly executed by the signatories.”

4. Learned Counsel assures the Court that these consent terms apply only qua the parties *inter se* and do not travel beyond the scope of the Suit and in any manner affect the right title and interest of any individual/entity who are not party to the consent terms as also do not touch upon any issue which is not subject matter of the Suit.

5. Accepting his assurance, consent terms are marked ‘X’ and taken on record. The captioned Suit is disposed of in terms of the consent terms.

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.

7. In view of the disposal of the Suit, all interlocutory applications, if any, shall also stand dismissed. Interim order, if any, shall also come to an end.

8. 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 to issue a certificate for a refund of Court Fees computed according to the Rules.

(ARIF S. DOCTOR, J.)