

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO. 33790 OF 2023
IN
SUIT NO. 138 OF 2024

Sahajanand Arista Association

...Applicant

In the matter between

Sahajanand Arista Association

...Plaintiff

Vs.

Sahajanand Developers & Ors.

...Defendants

WITH
SUIT NO. 138 OF 2024 (NOB)

Adv. Mutahhar Khan a/w Birrul Mohamedi i/by Bellator Legal Services LLP for
the Plaintiff.

Adv. Rajendra Jain for the Defendants.

CORAM : ARIF S. DOCTOR, J.

DATE : 7TH FEBRUARY, 2025

P.C.:-

1. Learned Counsel for the parties today tendered consent terms, by which, the disputes and differences pertaining to the captioned Suit have been resolved. Due execution of the consent terms is supported by a report of Associate/Affirming Officer of this Court, which report inter alia sets out as follows:

“The signatories have admitted the terms and conditions 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.”

2. Thus, Learned Counsel submits that the consent terms do not affect the rights of any third party or touch upon any matter which is beyond the subject matter of the Suit. Hence, the consent terms are marked ‘X’ and taken on record.

3. The captioned Suit is disposed of in terms of the consent terms. Undertakings given in the consent terms, if any, are accepted as undertakings given to the Court.

4. In view of the fact that the Suit is being disposed of by way of the consent terms, all Interim Applications filed therein shall also stand dismissed.

5. Refund of Court fees, if any, to be as per the Rules.

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.)