

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

SUIT NO.166 OF 2024

Matoshree Properties & Ors.

... Plaintiffs

V/s.

Aditya Chaitanya Kalyanpur & Ors.

... Defendants

**WITH
INTERIM APPLICATION NO.1413 OF 2024
IN
SUIT NO.166 OF 2024**

Mr. Shashank Sardesai a/w Anoushka Goyal for the Plaintiffs.

Mr. Drupad Patil a/w Prasad Keluskar for the Defendants.

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CORAM : ARIF S. DOCTOR, J.

DATE : 17TH APRIL 2025

P.C. :

1. Learned Counsel appearing on behalf of the Plaintiffs tenders a draft amendment seeking deletion of Plaintiff Nos.2 and 4 on the ground that Plaintiff No.2 has passed away and Plaintiff No.4 has inadvertently been added as a party in the array of the Suit. There is no opposition to this. The draft amendment is taken on record and marked 'X' for identification.

2. Learned Counsel for the Plaintiff is permitted to carry out the amendments in terms of draft tendered.

3. Amendments to be carried out forthwith. Re-verification is dispensed with.

4. Learned Counsel for the parties submit that the present Suit has now been settled between the parties and seeks to file Consent Terms.

5. Since the Consent Terms are not affirmed, let execution of the same be done by the affirming officer of this Court. Hence, the matter is kept back.

In Chamber

6. Learned Counsel for the parties tender Consent Terms by which the disputes and differences between them in the present Suit have been resolved.

7. The execution of the Consent Terms has been duly verified by the affirming officer of this Court. A report of the affirming officer has been annexed to the Consent Terms which states that all the signatories have

admitted contents of the Consent Terms and the Consent Terms are duly signed by the parties out of their free will, without any undue influence and coercion.

8. Learned Counsel for the parties assure the Court that these Consent Terms do not in any manner affect the right, title and interest of any parties, who are not signatories to the Consent Terms and do not travel beyond the scope of the captioned Suit.

9. By accepting the assurance given by the parties, the Consent Terms are taken on record and marked 'X-1' for identification with today's date.

10. The Suit is disposed of in view of the Consent Terms.

11. Interlocutory Applications, if any, shall also stand disposed of in view of the Consent Terms.

12. Refund of the Court fees, if any, in accordance with the Rules.

13. The undertakings, if any, given by the parties in the Consent Terms are accepted as an undertakings given to this Court.

14. 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.)