

Kavita S.J.

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

SUIT NO.11 OF 2025

Nawalkishor Lalchand Soni & Ors., ... Plaintiffs

Versus

Ramesh Venkateshwar Somani ... Defendant

WITH

INTERIM APPLICATION NO.666 OF 2025

IN

SUIT NO.11 OF 2025

WITH

INTERIM APPLICATION (L) NO.18441 OF 2025

IN

SUIT NO.11 OF 2025

Mr. Bharatkumar Jain a/w Mr. Raj Adhia i/b Economic Laws Practice for
the Defendant.

CORAM : R.I. CHAGLA, J.

DATED : 27th JUNE, 2025.

KAVITA
SUSHIL
JADHAV

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by KAVITA
SUSHIL JADHAV
Date: 2025.07.01
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ORDER :

1. The Plaintiffs and Defendant have arrived at a settlement in

the above Suit. The Consent Terms bearing today's date are tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the Plaintiffs and the Defendant and their respective Advocates. The necessary authorization, authorizing the signatories to execute the Consent Terms on behalf of the Plaintiffs and the Defendant are appended to the Consent Terms.

2. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

3. The undertakings in the Consent Terms being accepted as undertakings to the Court.

4. In Clause 6 of the Consent Terms, the parties have agreed that the Plaintiffs shall jointly and / or severally, make payment to the Defendant of an amount of Rs.35 Crores (subject to 1% TDS) ("Consideration") as sale consideration towards the sale by the Defendant and purchase by the Plaintiffs of the Suit Premises and which consideration shall be paid by the Plaintiffs to the Defendant on or

before 31st July, 2025 by a Demand Draft / Pay Order, time being of the essence.

5. Further, in Paragraph 9 of the Consent Terms, it is recorded that the Draft Deed of Transfer which had been agreed and finalized in respect of by the Suit premises has been annexed at Annexure A to the Consent Terms. The Defendant has agreed and undertaken to admit the execution thereof before the concerned office of the Sub-Registrar of Assurances upon an advance intimation being given by the Plaintiffs to the Defendant.

6. The default in making payment of the consideration on or before 31st July, 2025 for any reasons attributable to the Plaintiffs has been provided in Paragraph 11 of the Consent Terms.

7. Accordingly, the captioned Suit is disposed of and decreed in terms of the Consent Terms marked X.

8. The Interim Application No.666 of 2025 and Interim Application (L) No.18441 of 2025 filed in the captioned Suit do not survive and are accordingly disposed of.

9. Drawn up decree/order is dispensed with unless the parties seek drawn up decree/order, in which case they are entitled to apply.
10. A soft copy of the Consent Minutes of Order will be uploaded as the second order in the matter.
11. The Registry is to ensure that the hard copy of the signed Consent Minutes of Order is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.
12. 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.
13. The Suit shall be placed for compliance on 4th August, 2025.

[R.I. CHAGLA, J.]