

Kavita S.J.

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

SUIT NO.125 OF 2024

**S.B.I. Employees “Raag Vihar” Co-operative
Housing Society Ltd. & Anr.,**

... Plaintiffs

Versus

Khush Housing Finance Private Limited & Anr.,

... Defendants

**WITH
INTERIM APPLICATION (L) NO.18636 OF 2025
WITH
INTERIM APPLICATION (L) NO.25690 OF 2024
WITH
INTERIM APPLICATION (L) NO.26455 OF 2024
WITH
INTERIM APPLICATION NO.1882 OF 2024
WITH
INTERIM APPLICATION (L) NO.26455 OF 2024
IN
SUIT NO.125 OF 2024**

**KAVITA
SUSHIL
JADHAV**

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by KAVITA
SUSHIL JADHAV
Date: 2025.08.07
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**Mr. Amogh Singh a/w Mr. Nirav N. Karia i/b Mr. Bhavin R. Bhatia for
the Plaintiffs.**

**Mr. B.K. Barve a/w Mr. Ajit Salunke i/b B.K. Barve & Co., for Defendant
No.1.**

CORAM : R.I. CHAGLA, J.

DATED : 7th AUGUST, 2025.

ORDER :

1. The Plaintiffs and Defendant No.1 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 Advocate for the Plaintiffs as well as by the Defendant No.1 and Advocate for Defendant No.1. The necessary authorization of the Plaintiffs and Defendant No.1 authorizing the signatories to the Consent Terms to execute the Consent Terms have been appended to the Consent Terms. The signatories to the Consent Terms are present in the Court.

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 to the Consent Terms being accepted as undertaking to this Court.

4. The Suit is disposed of and decreed against the Defendant

No.1 in accordance with the Consent Terms marked 'X'.

5. The Plaintiffs have sought leave to withdraw the above Suit against the remaining Defendants with liberty to initiate appropriate legal proceedings, Civil and / or Criminal against the Defendant No.2 and / or his partners as may be advised, without being prejudiced by this withdrawal.

6. In view thereof, leave is granted.

7. The Suit is disposed of as withdrawn against the Defendant No.2 with liberty as prayed.

8. The Interim Applications filed in the above 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.

[R.I. CHAGLA, J.]