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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM EXECUTION APPLICATION (L) NO.21952 OF 2024
IN
COMM SUMMARY SUIT NO.71 OF 2023
WITH
INTERIM APPLICATION (L) NO.22398 OF 2024
Suresh K. Jogani ...Applicant

Versus

Prithvi Skyscrapers LLP ...Respondent

Mr. Dharmesh S. Joshi with Ms. Gulnar S. Khan for the Applicant.

Mr. Darshil Thakkar i/b. Dhaval Vussonji and Associates for
Respondent Nos.1, 2, 3, 10 & 11.

CORAM : R.I. CHAGLA J.
DATE : 3RD FEBRUARY, 2025.

ORDER :

1. The learned Counsel appearing for the Applicant has tendered Consent Terms which have been entered into by the Applicant with Respondent Nos.1, 2, 3 and proposed Respondent Nos.10 and 11, wherein the claim of the Applicant will be satisfied by payment of Rs.13,72,26,877/- which the Respondent Nos.1, 2, 3 and proposed Respondent Nos.10 and 11 have agreed and undertaken to make the payment in the manner provided in Clause 2 (ii) of the Consent Terms.

2. At the outset, the learned Counsel appearing for the Respondents has sought for amendment in the cause title of the Execution Application by joinder of proposed Respondent Nos.10 and 11 as party Respondents.

3. The Applicants are permitted to amend the Execution Application by adding proposed Respondent Nos.10 and 11. Considering that the Consent Terms have also been executed by the Respondent Nos.10 and 11 upon their joinder, the amendment shall be carried out forthwith. Re-verification is dispensed with.

4. The Consent Terms which have been signed by the Applicant and Advocates for the Applicant as well as by Respondent Nos.1, 2, 3, 10 and 11 and Advocates for these Respondents are taken on record and marked 'X' for identification.

5. 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.

6. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

7. The parties to the Consent Terms have agreed that in the event there is default by the Respondents of the Consent Terms and the same is not rectified within 30 days of such default, the Applicant shall be entitled forthwith recover the entire balance settlement amount along with interest computed 9% p.a. from today till payment / realization. The parties have agreed that the Applicant shall be entitled to execute these Consent Terms against the Respondent Nos.1, 2, 3, 10 and 11 jointly and / or severally as a decree of this Court.

8. The Execution Application is accordingly disposed of in terms of the Consent Terms.

9. Liberty is granted to the parties to apply in the event of difficulty in implementation of these Consent Terms.

10. Interim Application (L) No. 22398 of 2024 which has been taken out in the Commercial Execution Application does not survive and is accordingly disposed of.

[R.I. CHAGLA J.]