

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.1624 OF 2008

M/s.Raja Ramdev Enterprises .. Plaintiffs  
Versus  
Anthony Patrick Lewis .. Defendant

Mr.Prakash Gunwani i/b.C.D.Patel for plaintiffs  
Mr.Vatsal Shah with Mr.L.C.Tolat and Ms.Shikha  
Raniwala i/b.M/s.L.C.Tolat & Co. for defendant

CORAM : S.C.DHARMADHIKARI, J.  
DATE : 29th May 2008

P.C.

. This suit is filed for specific performance of an agreement for sale dated 1st April 2008, executed in favour of plaintiffs by the defendants in respect of the suit property.

2. Plaintiffs moved an application for urgent interim reliefs with an advance notice to the defendant. At the hearing of the application, I am informed by the learned Counsel

appearing for both sides that the dispute has been amicably resolved out of court and the parties are desirous of tendering consent terms. It is stated by both sides that the consent terms disposes of the suit itself. In such circumstances, plaintiffs do not desire to apply for any relief, interim or final, in terms of the prayers in the suit.

3. The consent terms record that the agreement and the execution thereof is admitted. Defendant submits to a decree in terms of prayers (a) and (b) of the plaint. The consideration mentioned in clause 5 is paid in the manner set out therein. Undertaking in clauses 6 and 9 with regard to realisation of the cheques is accepted. Further, there are 28 tenants/occupants in the structure at site and the plaintiff has taken over the entire responsibility of maintenance and upkeep of the building/structure so also meet all statutory and other liabilities pertaining

thereto. After confirming the possession of the part of the premises in clause 11, the terms clarify that plaintiff is at liberty to deal with tenants, occupants so also statutory authorities and make necessary compliance with the relevant statutes. There is an undertaking also in clause 13 which is accepted. In return the defendant would get a flat/tenement admeasuring 3000 sq.ft. of his choice in the newly constructed building/structure. Save and except this arrangement, defendant gives up all rights, title and interest in the property and conveys the same to the plaintiffs as recorded in clauses 17 and 18 of the consent terms.

4. Consent terms are duly signed by the plaintiffs and the defendant so also their Advocates. Both partners of plaintiff firm are present so also the sole defendant. Terms are duly signed and both of them confirm the agreement therein. They confirm that the

agreement is arrived at unanimously and without any pressure or force. They request the Court that appropriate orders be passed.

5. Consent terms signed by parties and their Advocates are taken on record and marked "X" for identification. Order in terms of consent terms. Undertakings in clauses 6, 9, 13 and 21 are accepted. Suit disposed of accordingly. Refund as per rules. In the light of disposal of suit Notice of Motion No.1856 of 2008 does not survive and the same is dismissed accordingly.

(S.C.Dharmadhikari, J)