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Harish Jach & Co
Certified Copy Rs. 11-20
Additional Rs. : 6-00
TOTAL Rs. : 17-20

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 3648 OF 1992.

Amesh S. Bhagia of Bombay,)
Indian Inhabitant, residing)
at 5/7, Bhagwansingh Colony,)
Tulsi Pipe Road, Bombay-400 016)
Ashok S. Bhagia of Bombay)
Indian Inhabitant residing at)
703/4, 'B' Wing Dev-Darshan)
Building, Mogul Lane, Malin,)
Bombay- 400 017.) ... Plaintiffs.

v/s.

1. Kantilal Jersambhai Patel)
Indian Inhabitant, residing)
at Near Old School, Pul-Pada)
Ashwani Kumar, Dist. Surat,)
Gujrat.)
2. Dineshkumar Kantilal Patel)
3. Jitendrakumar Kantilal Patel)
4. Ashwinkumar Kantilal Patel)
all of Surat, Indian Inhabitant)
residing at Near Old School)
Pulpada, Ashwani Kumar,)
Dist. Surat, Gujrat.) ... Defendants.

Coram : A.P. Sane J.

Date : 17th January 1994

The Plaintiffs pray that it be declared that the Agreement for Sale dated 25th August 1990 being Exhibit "B" to the Plaint is valid and subsisting and binding on the Defendant and that the Defendants to specifically perform the agreement mentioned in prayer hereto.

2/-

and that the defendant to do such acts, deeds and things as may be necessary for carrying out the said agreement and that in the alternative to prayer above it be declared that a sum of Rs.5,40,000/- (Rupees five lacs forty thousand only) as per particulars of claim ~~XXXXXX~~ annexed and marked to the Plaint Exhibit "A" with further interest on Rs.5,40,000/- (Rupees five lacs forty thousand only) at the rate of 18% per annum from the date hereof till redemption and thereafter at the same rate till payment or realisation is due and payable by the Defendants to the Plaintiffs and it be declared that repayment of the dues mentioned hereinabove and the costs of the suit is secured by a valid and subsisting statutory charge on the said property described in Exhibit "A" ~~XXXXXX~~ to the Plaint and that the Defendant to pay to the plaintiffs the dues mentioned in prayer herein above and the costs of the suit by a date that may be fixed for redemption and in default the said property described in Exhibit "A" ~~XXXXXX~~ to the plaint be sold by and pursuant to the orders and directions of this Hon'ble Court and the net sale proceeds thereof be applied towards satisfaction of the plaintiffs' claim hereinabove and that in the event of there being any deficiency liberty be granted to the plaintiffs to apply for a personal decree against the Defendants to the extent of such deficiency and that for the purposes aforesaid necessary orders be passed, enquiries be made and directions be given and that the Court receiver, High Court, Bombay be appointed receiver of the said property bearing Final Plot No.755 at Veer Jevarkar Marg, Dadar, Bombay-400 028,

...3/-

to the Plaintiff described in Exhibit "A" ~~XXXXXX~~, with all powers under Order 40 Rule 1 of the Code of Civil Procedure, 1908 and that pending the hearing and final disposal of the suit the Defendants and their ~~servants~~ and agents be restrained by an order and injunction of this Hon'ble Court from in any manner disposing of alienations, encumbering or parting with possession of or create any third party interest or creating any fresh tenancies and/or transferring the tenancies in respect of the said property or any part thereof and for ad-interim reliefs hereinabove and for the costs and for such further and other reliefs as the nature and circumstances of the case may require and the Notice of Motion No. 2713 of 1992 herein dated 2nd day of December 1992 and draft Notice of Motion taken out by Defendant No. 1 being this day mentioned not on board and the Plaintiffs and the Defendants appearing through their respective Advocates

And at this stage upon the application/ of advocates for the Plaintiffs and Advocate for Defendants this suit taken on board and called out for hearing and final disposal THIS COURT BY AND WITH SUCH CONSENT BOTH ORDER THAT the Consent Terms duly signed by the parties and their respective Advocates taken on ~~board~~ ^{record} AND THIS COURT BY AND WITH SUCH CONSENT BOTH RECORD that the Defendants declare that apart from the Defendants, no one has any right, title, or interest in the suit property and the Defendants further declare that the sisters of Defendant No. 1 have released their right, title and interest in the property and the Plaintiffs have agreed to the consent terms on the basis of what is stated in this clause THE COURT ORDER BY ^{AND} WITH SUCH CONSENT BOTH FURTHER RECORD the Defendants give ~~an~~ ^{an} undertaking and accepted by the Court that the Defendants to indemnify

the Plaintiffs and keep the Plaintiffs indemnified in the event of any claims made by any of the sisters of Defendant No.1 or their children or any one claiming under them AND THIS COURT BY AND WITH SUCH CONSENT BOTH FURTHER RECORD THAT Defendant Nos.2 to 4 agree and confirm the suit Agreement dated 25/8/90 being Exhibit "E" to the Plaint is valid, subsisting and binding upon Defendant Nos.2 to 4 along with 1st Defendant and the Defendants agree to specifically perform the said Agreement being Exhibit "E" to the Plaint and the Defendants declare that they above are the sole absolute owners of the suit property described in Exhibit "A" to the Plaint and that the suit Agreement being Exhibit "E" to the Plaint was entered into by the 1st Defendant on behalf of all the Defendants AND THIS COURT BY AND WITH SUCH CONSENT BOTH FURTHER DECLARE that the Agreement for sale dated 25th August 1990 being Exhibit "E" to the Plaint is valid and subsisting and binding on the Defendant THIS COURT BOTH FURTHER ORDER that the Defendants to specifically perform the said agreement mentioned hereinabove THIS COURT BOTH FURTHER ORDER THAT defendants do all such acts deed and things as may be necessary for carry out the said agreement THIS COURT BY WITH SUCH CONSENT BOTH FURTHER RECORD THAT total Price payable under the suit Agreement being Exhibit "E" to the plaint by consent of the parties is raised to Rs.5,75,000/- (Rupees five lacs seventy-five thousand only) from Rs.3,70,000/- (Rupees three lac seventy thousand only) AND THIS COURT BY AND WITH SUCH CONSENT BOTH FURTHER RECORD that the Defendants admit and acknowledge that they have received an amount of Rs.50,000/- (Rupees fifty thousand only)

towards the purchase price AND THIS COURT BY AND WITH SUCH CONSENT BOTH ORDER that the Plaintiffs do pay to the Defendants the balance purchase price of Rs.5,25,000/- (Rupees Five lacs Twenty five thousand only) by demand draft in name of 1st Defendant on or before 31st March 1994 and the time being of essence AND THIS COURT BY AND WITH CONSENT BOTH FURTHER ORDER that the Decree herein to operate as CONVEYANCE of the property ~~mentioned in the plaint~~ ~~by the Defendants in favour of the Plaintiffs~~ AND THIS COURT BY AND WITH SUCH CONSENT BOTH FURTHER DECLARE that the Defendants declare that the Defendants have entered into an agreement with M/s.Selvel publicity Consultant to allow them to put boardings on the suit property THIS COURT BY AND WITH SUCH CONSENT RECORD the undertaking given by the Defendants and accepted by the Court to cancel the said Agreement/s by 13th March 1994 and refund the amounts received there under and to ensure that the boardings/boarding are removed on or before 31st March 1994 from the suit property AND THIS COURT BY AND WITH SUCH CONSENT BOTH FURTHER RECORD that the Defendants declare that save and except the Agreement with selvel, they have not entered into any agreement in respect of the suit property or any part thereof and that they alone are in control of the suit Property AND THIS COURT BY AND WITH SUCH CONSENT BOTH FURTHER RECORD that the Defendants give a further undertaking and accepted by the Court that they shall not dispose off, alienate, encounter, or part with possession of or enter into any agreement by way of leave and licence or allow any party to put any boardings on the suit property or any part thereof THIS COURT BY

...b/-

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WITH SUCH CONSENT BOTH FURTHER RECORD the undertaking it is further agreed that the aforesaid shall come to an end on the failure of the plaintiffs to pay the balance purchase price as mentioned hereinabove AND THIS COURT BY AND WITH SUCH CONSENT BOTH ORDER that in the event of the plaintiffs failing to pay the balance purchase price as mentioned hereinabove the aforesaid clauses shall not become effective and the agreement dated 25.8.1990 being Exhibit "B" to the Plaint do stand cancelled forthwith without notice to the Plaintiffs and the suit do stand dismissed and the Defendants shall be at liberty to forfeit a sum of Rs.50,000/- (Rupees fifty thousand only) paid as mentioned hereinabove and to deal with the suit property thereafter without claim of Plaintiffs whatsoever and any person claiming through them AND THIS COURT BY AND WITH SUCH CONSENT BOTH FURTHER RECORD that on payment of the full purchase price, the Defendants shall cause the Tenants of the suit Property to attorney Tenancies to the Plaintiffs and the Defendants undertake not to create any fresh Tenancies or transfer any existing tenancy, which undertaking shall also come to an end on the failure of the Plaintiffs to pay the balance purchase price as mentioned hereinabove AND THIS COURT BY AND WITH SUCH CONSENT BOTH ORDER that Notice of Motion No.2713 of 1992 and draft Notice of Motion taken out by Defendant No.1 do not survive, since the main matter stands disposed of AND THIS COURT BOTH LASTLY ORDER that the half of the institution of fees paid by the plaintiffs be refunded to the Plaintiffs and the Prothonotary and Senior Master of this Hon'ble

...7/-

Court do issue necessary certificated in that behalf
WITNESS SHRIMATI SUJATA VASANT MANOHAR ~~Justice~~ Chief
Justice at Bombay, aforesaid this 17th day of January,
1994.

By the Court

[Signature]
For Prothonotary and Senior Master
[Signature]

This... 9th ² Sealer
of October, 1994

Consent Decree drawn on the application)
of M/s. Harish Joshi & Co. Advocate for)
the Plaintiff, having their office. at)
2nd floor
5/9, Beaumen Chambers, 127/33, Nagindas)
Master Road, Fort, Bombay- 400 023.)

BILL OF COSTS

1/2 Institution fees Rs. 3,850.00

Rs. 3,850.00

CERTIFIED TO BE A TRUE COPY

This 18th day of Oct- 1994

[Signature]
For Prothonotary and Senior Master
[Signature]

15838/94

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

Suit No. 3648 of 1992

/Ramesh S. Bhagia & Anr. ... Plaintiffs

V/s.

Kantilal Jerambhai Patel ... Defendants

CERTIFIED COPY OF

CONSENT DECREE

Dated this 17th day of January 1994

FILED THIS 3rd DAY OF OCTOBER 1994

M/s. Harish Joshi & Co.
Advocates for the Plaintiffs
27 5/9, Beauman Chamber
27/33, Nagindas Master
Fort, Bombay-400 023.

Applied on 12/10/94
Engrossed on 15/10/94
Section Writer *Shah*
Folio 28
Examined by *Shah*
Compared with *Shah*
Ready on 15-10-94
Delivered on 17-10-94

15/10