

PGK

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

Suit No.1970 of 2005

Vivek Parshotam Bajaj Plaintiff
v/s.
1.Anil Parshotam Bajaj & ors. .. Defendants

Mr.Vivek Khemka for Plff.

Mr.Anil. P. Bajaj, Deft.No.1 in person.

Ms.Jyoti Shah i/by Dara Shah & Co. for Deft.No.2.

Ms.Luann Crasto i/by M/s.K. Ashar & Co. for Deft.No.3.

Mr.Anil D Souza for Deft.No.4

Mr.Pankaj Shah for Deft.No.5.

Mr.Vivek P. Bajaj, Plaintiff, present in Court.

CORAM : SMT.ROSHAN DALVI, J.

DATED : 20th October, 2010

P.C. :

1.The parties to the suit have partly settled the suit.
This settlement is in respect of a property called Usha Villa, Linking Road, Santacruz, Mumbai. The parties have tendered the Consent Terms signed by all of them. These Consent Terms are taken on record. The undertakings in the Consent Terms are accepted.

2.There shall be an order and decree in terms of the Consent Terms signed by all the parties in respect of the property at Usha Villa, Linking Road, Santacruz,

Mumbai.

- 3.The parties have also signed and shown the suit property as settled in the plan annexed to the Consent Terms which is taken on record along with the Consent Terms.
- 4.The Court Receiver appointed in respect of the suit premises in Usha Villa, Linking Road, Santacruz, Mumbai, stands discharged upon the payment of his costs, charges and expenses and without rendering account.
- 5.The Court Receiver shall return to the parties the amount of royalty lying with the Court Receiver in the ratio of 10% for the Plaintiff, 10% for Defendant No.1 and 80% for the other Defendants after the costs are paid, including the Architect s fees.
- 6.By consent, the Arbitration Award in respect of the shops in Usha Villa property, is set aside.

(SMT.ROSHAN DALVI, J.)