

Sharayu

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 369 OF 2012
AND
CONTEMPT PETITION NO. 6 OF 2014
IN
NOTICE OF MOTION NO. 7589 OF 2012
IN
SUIT NO. 369 OF 2012

Vidya R. Amonkar & 2 Ors.	...Plaintiffs
<i>Versus</i>	
Uday N. Gaitonde & 4 Ors.	...Defendants

Ms. Pallavi Divekar, *i/b M/s. Divekar & Co. for the Plaintiffs.*
Mr. Burhan Bukhari, *for the Defendants Nos. 1 and 2.*
Mr. Mehul Gada, *i/b M/s. Tamhane & Co., for the Defendant No. 3.*

CORAM: G.S. PATEL, J
DATED: 12th February 2015

PC:-

1. The Suit is settled. Consent Terms have been drawn up. These are signed by three Plaintiffs and Defendants No. 1 and 2 and their respective Advocates, all of whom are present in Court. In the

Consent Terms there is no obligation cast on Defendants No. 3, 4 and 5. Learned Advocate for the Plaintiffs seeks leave to amend to delete the names of Defendants No. 3, 4 and 5. Leave granted. Amendment to be carried out forthwith during the course of the day. The Associate of this court will endorse on a copy of the Consent Terms that leave to amend to delete the names of Defendants No. 3, 4 and 5 has today been granted. Reverification is dispensed with.

2. Consent Terms are taken on record and marked 'X' for identification. The suit is disposed of in accordance with the Consent Terms. Undertakings in the Consent Terms are accepted as undertakings to the Court. Refund of Court fee in accordance with the rules. The Plaintiffs confirm receipt of the amount of Rs. 75,00,000/- mentioned in clause 2(a) of the Consent Terms.

3. All pending Notices of Motion and other interlocutory applications do not survive and are disposed of accordingly.

(G. S. PATEL, J.)