

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 434 OF 2015
WITH
NOTICE OF MOTION NO. 820 OF 2015**

Arun Laxminiwas Kabra & 24 Ors. ...Plaintiffs
Versus
MIG (Bandra Realtors & Builders Pvt. Ltd) & 3 ...Defendants
Ors.

Plaintiffs Nos. 5, 8, 9, 14 and 18, present in person.
Mr. Gautam Ankhad, with Ms. Prajakta Choksi, Ms. Manini Bharti
& Mr. Ranabir Datta, i/b Solomon & Co., for the Plaintiffs.
Ms. Jyoti Sinha, i/b M/s. Negandhi Shah & Himaytullah, for
Defendant No. 1.
Mr. Sanjay Jain, with H. Khurana, i/b LJ Law, for Defendant No. 2.

CORAM: G.S. PATEL, J
DATED: 3rd July 2015

PC:-

1. The Plaintiffs and Defendant No. 1 have settled their disputes. Consent terms are tendered. These are signed by all the Plaintiffs and their Advocates, as also by the authorized signatory for the 1st Defendant. Plaintiffs Nos. 5, 8, 9, 14 and 18 are personally present in Court.

2. Those present in Court confirm what is stated in the Consent Terms. The Consent Terms are taken on record and marked “X” for identification. The undertakings in the Consent Terms are accepted as undertakings to the Court.

3. It is clarified that although the title of the Consent Terms is that of the Notice of Motion, from the body of the consent terms it is clear that these Consent Terms are in the Suit itself.

4. The Suit as against 1st Defendant is disposed of in accordance with the Rules. Mr. Ankhad, learned Advocate for the Plaintiffs, unconditionally withdraws the Suit as against Defendants Nos. 2, 3 and 4. Refund of court fee, if any, in accordance with the Rules.

5. In view thereof, Notice of Motion No. 820 of 2015 does not survive and disposed of as such.

(G. S. PATEL, J.)