

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 4144 OF 1996

Marshall Sons and Company (India)

Limited

... Plaintiff

Versus

Sahi Oretrans Private Limited & Ors.

... Defendants

Ms.Sneh Mehta i/b. Wadia Ghandy & Company for the Plaintiff.

Mr. Manish Upadhye a/w. Ms. Madhavi R. for Defendant Nos. 1, 5 and 6.

CORAM : S.J. KATHAWALLA, J.

DATED : 29TH OCTOBER, 2015

P.C.

1. The learned Advocates appearing for the Plaintiff and Defendant Nos. 1, 5 and 6 have tendered Consent Terms dated 29th October, 2015. They submit that the Consent Terms be taken on record and the above Suit be disposed of in terms of the Consent Terms. The Consent Terms are taken on record and marked "X" for identification. The Consent Terms are signed by the Authorized Signatory of the Plaintiff, Defendant No. 5 for self and as Director of Defendant No.1, Defendant No. 6 and the Advocates for the parties. In view of the undertaking given by Defendant Nos. 1, 5 and 6 in paragraph 2 of the Consent Terms, the Plaintiff is not pressing the Suit against Defendant Nos. 2, 3 and 4. Accordingly, the Suit is disposed of against Defendant Nos. 2, 3 and 4 as not pressed. The above Suit between the Plaintiff and Defendant Nos. 1, 5 and 6 is

disposed of in terms of Consent Terms marked 'X'. Refund of Court Fees, if any, as per rules.

2. The office shall return the original documents to the Advocates for the Plaintiff upon the Advocates for the Plaintiff handing over photostat copies of the said documents duly certified by him as true copies.

(S.J.KATHAWALLA, J.)