

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 589 OF 2015
WITH
NOTICE OF MOTION (L) NO. 433 OF 2015**

Mahindra and Mahindra Ltd.	...Plaintiff
<i>Versus</i>	
S. Hitendra Jain	...Defendant

**Mr. A. Nargolkar, Ms. S. Yadav, i/b Mustafa Banatwala, for the
Plaintiff.
Ms. T. Liman, for the Defendant.**

**CORAM: G.S. PATEL, J
DATED: 7th October 2015**

PC:-

1. Leave under Clause XIV of the Letters Patent has been granted. The suit is settled. Consent Terms are tendered. These are signed by the General Counsel & Vice President, Group Legal Services on behalf of the Plaintiff as also by the Defendant. The Defendant is from Tamil Nadu. He has signed the Consent Terms before a Notary in Tamil Nadu. 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.

2. The Court Receiver previously appointed has sealed certain goods. At the cost of the Plaintiff, the Court Receiver is directed to execute the act of destroying the labels etc. as provided in clauses 3(d) and 3(e) of the Consent Terms. This is agreed to by the counsel appearing today. The Court Receiver to stand discharged thereafter without passing accounts but upon payment of his costs, charges and expenses.
3. Drawn up decree dispensed with. Refund of Court fee, if any, in accordance with the Rules.
4. The Suit is disposed of in these terms.
5. In view of disposal of the Suit, the Notice of Motion does survive and is disposed of as infructuous.

(G. S. PATEL, J.)

CERTIFICATE

"Certified to be a true and correct copy of the original signed Judgment/Order."