

Ars

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 666 OF 2014

M/s. Churchgate Investment and Trading Co. ...Plaintiffs
Pvt. Ltd.
Versus
Ayyappa Construction Co. & Ors. ...Defendants

Mr. Dipen Merchant, Senior Advocate, a/w Mr. Mayur Agarwal
and Dimple Merchant i/b I.V. Merchant & Co., for the
Plaintiffs.
Mr. V.S. Pandey, i/b S.V. Pandey, for the Defendants.

CORAM: G.S. PATEL, J
DATED: 9th March 2015

PC:-

1. The suit has been settled. Consent terms are tendered. These are signed on behalf of the Plaintiff by its authorised signatory, by Defendant No.1 for himself and on behalf of the other Defendants, as also by the Advocates for the parties. 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 suit is disposed of in accordance with the consent terms. In the event that clauses (7) and (8) come into operation and which provide for a decree, the drawn up decree is dispensed with.
3. Refund of Court fees in accordance with the rules.
4. In view of this order, the Notice of Motion No. 1460 of 2014 does not survive and is disposed of accordingly.

(G. S. PATEL, J.)