

dik

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

SUIT NO. 527 OF 2005

Capt. Sukhdev Singh	...Plaintiff
VS	
The Great Eastern Shipping Co. Ltd. & Ors.	...Defendants

.....

Capt. Sukhdev Singh, the Plaintiff in person.
Mr Raju R. Gupta for Defendant No.3.
Mr Shiv Kumar Vats AGM-Legal for Defendant No.3 present in person.
Mr Raj Patel a/w Dhiren Durante i/b Hariani & Co. for Defendant No.1.

**CORAM : S.C. GUPTE, J.
MAY 07, 2015**

P.C. :

The Plaintiff and Defendant No.3 have entered into consent terms for settling the entire controversy in the present suit. By these consent terms, Defendant No.3 has agreed to pay superannuation, provident fund and gratuity benefits as mentioned in the consent terms to the Plaintiff. Apart from these benefits, the Plaintiff is also being paid a lump sum compensation in discharge of his claim in the suit. The Plaintiff, who appears in person, and learned Counsel appearing for Defendant No.3 seek a decree in terms of the consent terms. The consent terms are taken on record and marked "X" for identification. The statements and undertakings contained in the consent terms are accepted. Accordingly, the suit is disposed of in terms of the consent terms signed between the parties. As against Defendant No.1, the suit is dismissed as withdrawn. Learned Counsel for Defendant No.1 states that with the disposal of the suit as noted by this Court Defendant No.1 now has no grievance against the Plaintiff concerning the subject matter of the suit. Both the Plaintiff and Defendant No.1 withdraw their respective allegations against each other made in the pleadings filed before this Court. The suit is also dismissed as withdrawn against Defendant No.2. There shall be no order as to costs. Refund of court fees in accordance with the applicable rules.

(S.C.GUPTE J.)