

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 964 OF 2015
WITH
NOTICE OF MOTION (L) NO. 2602 OF 2015**

Asian Paints Limited

...Plaintiff

Versus

Bright Coat

...Defendant

Mr. V. Bhagat, *with Mr. D. Karania & Mr. P. Jain, i/b G.S. Hegde & V.A. Bhagat, for the Plaintiff.*

Mr. S. S. Sinha, *for the Defendant.*

Mrs. Gulekar, *Section Officer-Representative of the Court Receiver.*

CORAM: G.S. PATEL, J

DATED: 28th October 2015

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by the Constituted Attorney for the Plaintiff and the Defendant, both of whom are personally present in Court, as also their Advocates. 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 necessary destruction mentioned in paragraph 5 is to be carried out in the presence of the representatives of both sides within a period of four weeks' from today. The Court Receiver need not remain present at the time of this destruction.
3. The Suit is disposed of in accordance with the Consent Terms. Refund of Court fee, if any, in accordance with the Rules.
4. In view of the above, Notice of Motion does not survive and is disposed of as such.
5. The Court Receiver to stand discharged without passing accounts but upon payment of his costs, charges and expenses by the Plaintiffs.
6. Drawn up Decree is dispensed with.
7. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)