

JSN

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
LEAVE PETITION NO. 14 OF 2016
WITH
NOTICE OF MOTION NO. 1660 OF 2016
IN
SUIT NO. 417 OF 2016

Pidilite Industries Limited ...Plaintiff
Versus
AIPL Marketing Private Limited and Another ...Defendants

Mr. Hiren Kamod, *with Ms. Vrushali Maindad i/b A.A. Desai for the Plaintiff.*
Mr. Dhiren Karania, *i/b G.S. Hegde and V.A. Bhagat for the Defendants Nos. 1 and 2.*

CORAM: G.S. PATEL, J
DATED: 17th October 2016

PC:-

1. By consent, the Leave Petition is allowed in terms of prayer clause (a).

2. The Suit is settled. Consent Terms are tendered. These are signed by the authorised signatories of the parties. The authorised signatories are present in Court. The Consent Terms are also signed by the Advocates on behalf of the parties.

3. Having seen the Consent Terms, I am satisfied that they are not contrary to law and reflect the parties' true intentions and have been drawn by the parties of their own volition.

4. 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. The Suit is disposed of in terms of the Consent Terms. Refund of Court Fees, if any, in accordance with the Rules.

5. The drawn up decree is dispensed with. However, if for the purpose of implementation of these Consent Terms, should the parties require a drawn up decree, they will be entitled to apply to the Department for one without having to make a separate application in that behalf and on production of an authenticated copy of this order. Drawn up decree is to be strictly in accordance with these Consent Terms only.

6. In view of this, the pending Notice of Motion does not survive and is disposed of.

7. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)