

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 313 OF 2016
AND
NOTICE OF MOTION (L) NO. 544 OF 2016**

Hindustan Unilever Limited	...Plaintiff
<i>Versus</i>	
Meghna Traders	...Defendant

Mr. Hiren Kamod, *M/s. Zunjarrao & Co., for the Plaintiff.*
Mr. Rohan Patil, *representative of the Court Receiver, present.*
Mr. Ashwin V. Sakolkar, *for the Defendant.*

CORAM: G.S. PATEL, J
DATED: 5th April 2016

PC:-

1. The Advocate for the Defendant undertakes to file his vakalatnama.

2. The Suit is settled. Consent Terms are tendered. These are signed by one Ms. Shalini Sinha, Regional Legal Manager-West India and the Constituted Attorney of the Plaintiff, and one Mr. Dinkar Shankar Niwalkar, the proprietor of the Defendant. The Defendant is personally present in Court. They are also signed by the Advocates for the parties.

3. I have seen the Consent Terms. Being satisfied that the Consent Terms are fair and reasonable, not contrary to law, reflect the true intention of the parties and are signed and drawn up without coercion and fraud, 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.

4. The Suit is disposed of in accordance with the Consent Terms. Refund of Court fees, if any, in accordance with Rules. All interim and ad-interim orders stand vacated forthwith. The Court Receiver is to stand discharged without passing accounts, subject to payment of his costs, charges and expenses by the Plaintiff. Notice of Motion (L) No. 544 of 2016 does not survive and is disposed of accordingly.

5. As to the goods that are sealed, a provision has been made in Clause 6 of the Consent Terms. No further directions are required in that behalf.

6. The Suit is disposed of in these terms with no order as to costs.

(G. S. PATEL, J.)