

SHEPHALI

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 202 OF 2016
WITH
NOTICE OF MOTION (L) NO. 827 OF 2016
WITH
LEAVE PETITION NO. 59 OF 2016
IN
SUIT (L) NO. 202 OF 2016

Asian Paints Limited	...Plaintiff
<i>Versus</i>	
Chamak Paint Industries & 6 Ors.	...Defendants

Mr. Vinod Bhagat, *with Mr. Dhiren Karania, i/b M/s G.S. Hegde & V.A. Bhagat, for the Plaintiff.*
Mr. Dilipbhai Patel, *Authorized Signatory of Defendants Nos. 1 to 6, present.*

CORAM: G.S. PATEL, J
DATED: 2nd May 2016

PC:-

1. Mr. Bhagat tenders a draft amendment. The original Defendant No. 7 has passed away. The draft amendment is taken on file and marked "X" for identification. Leave to amend without

need of reverification. Amendment to be carried out forthwith in Court and authenticated by the Associate of this Court.

2. The Suit is settled. The Consent Terms are tendered. These are signed by one Mr. Bhavesh Haria, Constituted Attorney of the Plaintiff and by the newly added Defendant No. 7 one Mr. Dilipbhai Patel, who is also an authorised signatory for Defendant Nos. 1 to 6 and 8. Mr. Bhavesh Haria and Mr. Dilipbhai Patel are both personally present in Court.

3. I have seen the Consent Terms. They appear to be in order and I believe they reflect the true and correct intentions of the parties, have been entered into without fraud, force or coercion and are not contrary to law. In my view, they are just and reasonable. The Consent Terms are taken on file and marked "X1" 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. Drawn up degree dispensed with. Refund of Court fees, if any, in accordance with Rules.

5. In view thereof, Notice of Motion (L) No. 827 of 2016 is infructuous and disposed of accordingly.

6. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)