

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 361 OF 2016
WITH
NOTICE OF MOTION (L) NO. 1198 OF 2016**

Jigar Vijaykumar Zaveri	...Plaintiff
<i>Versus</i>	
Vishal Savla	...Defendant

Mr. Himanshu Kane, *with Mr. Ashutosh Kane & Ms. Niyati
Jambaulikar, i/b W.S. Kane & Co., for the Plaintiff.*
Mr. Jigar Zaveri, *Plaintiff is present.*
Mr. Vishal Savla, *Defendant is present.*

CORAM: G.S. PATEL, J
DATED: 20th April 2016

PC:-

1. The Defendant has been served with the papers and a copy of the order dated 12th April 2016.

2. The parties have settled the entire dispute. They have drawn up Consent Terms in the Suit. Copies of their identity documents are annexed to the Consent Terms. The Plaintiff and the Defendant are both personally present in Court.

3. Mr. Kane tenders the Consent Terms. I have seen these. I am satisfied that they reflect the true and correct intention of the parties, that they have been entered into by the parties of their own volition and that they are not contrary to law.

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.

5. The suit is disposed of in accordance with the Consent Terms. Refund of Court Fee in accordance with the Rules. Drawn up decree dispensed with.

6. In view thereof, the Notice of Motion does not survive and disposed of as such.

(G. S. PATEL, J.)