

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**NOTICE OF MOTION (LODG.) NO. 2944 OF 2016
IN
SUIT (LODG.) NO. 348 OF 2015**

Bimla Makhija & Anr.

.. Applicants/Org.Pltfes.

In the matter between :

Bimla Makhija & Anr.

.. Plaintiffs

Vs.

Hubtown Limited

.. Defendant

Mr.Farhan Dubash a/w. Mr. Kalpesh Mehta and Mr.Atul Jain i/b Pravin Mehta and Mithi & Co. for plaintiffs.

Mr.Kalpesh Mehta-Partner, Mr.Sanjay S. Panigrahi, Constituted Attorney of the plaintiffs present.

Mr.Prakash Shinde i/b MDP and Partners for defendant.

Mr.Vyomesh Vimal Shah-Director of defendant and Mr.Vikrant H. Jain-Director of surety present.

CORAM : K.R.SHRIRAM, J.

DATE : 10TH OCTOBER, 2016

P.C.

NOTICE OF MOTION (LODG.) NO. 2944 OF 2016

1 The counsel appearing for the plaintiff and the defendant, by consent, request that the notice of motion be allowed in terms of prayer clause (a) and the order, dated 11th August 2015 be set aside and the suit be restored to file.

2 In view of the consent given by the defendant and for the reasons mentioned in the affidavit in support, the suit is restored to file.

Notwithstanding disposal of this notice of motion, Shri Dubash, counsel appearing for the plaintiff, on instructions, from Shri. Kalpesh Mehta, Partner of the plaintiff's advocates firm undertakes to remove all office objections and get the notice of motion numbered within two weeks.

3 The notice of motion accordingly stands disposed.

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4 Parties have amicably settled the matter and are filing consent terms dated 1st October 2016. The consent terms signed by the Director of the plaintiff, Director of the defendant, Director of the surety and their respective advocates is taken on record and marked 'X' for identification.

5 The undertaking of Shri Kalpesh Mehta, Partner of the plaintiff's advocates' firm to pay the balance Court fees within one week from today is accepted and so ordered. Shri Mehta also states that M/s. Pravin Mehta and Mithi and Co. advocates for the plaintiff will be personally liable to pay balance Court fees.

6 The undertaking of Shri Prakash Shinde, Advocate instructed by MDP Parters to file Vakalatnama on behalf of defendant and Joynest Premises Private Limited- Surety during the course of this week is accepted.

7 The suit decreed in terms of the consent terms. The undertakings contained in the consent terms are accepted.

8 Decree be drawn after the registry is satisfied that the Court fees are paid. The counsels appearing for the plaintiff and the defendant and the sureties state that their respective clients are present in Court and also identified those persons.

9 Notwithstanding disposal of the suit, the plaintiff to remove all office objections and have the suit numbered within two weeks from today.

10 Refund of Court fees, if any, as per Rules.

(K.R. SHRIRAM, J.)