

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 464 OF 2016
WITH
NOTICE OF MOTION (L) NO. 1468 OF 2016**

Sapat International Private Limited ...Plaintiffs
Versus
Sanwal Chand Babulal, Proprietor of & trading as ...Defendants
Ashok Brand Tea Co., & Another

Mr. Himanshu Kane, i/b W.S. Kane & Co., for the Plaintiffs.
Mr. Rajesh Sharma, for the Defendants.

CORAM: G.S. PATEL, J
DATED: 22nd July 2016

PC:-

1. Not on board. Mentioned. Taken on board.
2. The vakalatnama on behalf of the Defendants is taken on record.
3. The Suit has been settled. Consent Terms are tendered. These are signed by one Mr. Suhas K. Bijutkar, the Authorized Signatory for the Plaintiff and one Mr. Sanwal Chand Babulal, Proprietor of the 1st Defendant, as also Mr. Narendra Kumar Sumerpur, Proprietor of the 2nd Defendant. Their Affidavits are

also annexed to the Consent Terms. The Affidavits are for the purposes that they have signed the Consent Terms. The proprietor of the 2nd Defendant and the Authorised Signatory of the Plaintiff are personally present in Court.

4. Having seen the Consent Terms and being satisfied that they are not contrary to law; reflect true intention of the parties; and that they have signed on their own volition, 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 decreed in terms of the Consent Terms. Drawn up decree dispensed with.

6. Refund of Court fee, if any, in accordance with the Rules.

7. In view of this, the Notice of Motion does not survive and is disposed of accordingly.

(G. S. PATEL, J.)