

ATUL

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 464 OF 2016
WITH
NOTICE OF MOTION NO. 1487 OF 2016**

Santosh M. Katariya, Prop. Crystal International ...Plaintiff
Versus
Ravi Goenka, Prop. Auro Impext ...Defendant

**Mr. H. W. Kane, a/w Mr. Ashutosh Kane, i/b W. S. Kane & Co., for
the Plaintiff.**
Mr. Chinmay Shah, a/w Mr. Ravish M. for the Defendant.
Mr. Ravi Goenka, Defendant, present in person.

**CORAM: G.S. PATEL, J
DATED: 8th August 2016**

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by Mr Santosh Katariya, the Plaintiff and Mr. Ravi Goenka, the Defendant. Mr. Goenka is personally present in Court. The Consent Terms are also signed by the Advocates for the parties. Having seen the Consent Terms and being satisfied that they are not contrary to law; that they are reasonable and reflect the parties' true intention and drawn by the parties of their own volition, I take the Consent Terms on record and marked "X" for identification and

accept the undertakings in the Consent Terms as undertakings to the Court.

2. Mr. Shah for the Defendant will file his vakalatnama in the course of this week.

3. The Suit is disposed of in these terms. There will be no order as to costs.

4. Refund of Court fees, if any, in accordance with the Rules. Drawn up order is dispensed with.

5. I notice that the Consent Terms provide for payment of an agreed amount in costs. Mr. Kane confirms that these have been paid today.

6. The Notice of Motion does not survive and it is disposed of accordingly.

(G. S. PATEL, J.)