

JSN

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION (L) NO.1520 OF 2016
IN
SUIT (L) NO.493 OF 2016

MESO Private Limited & Anr. ...Plaintiffs
Versus
SBA Enterprises & Ors. ... Defendants

Dr. Veerendra Tulzapurkar, *with Mr. Ramesh Gajria i/b Gajria & Co. for the Plaintiffs.*
Mr. Atul Thakkar, *Defendants Nos.1 to 4.*

CORAM: G.S. PATEL, J
DATED: 1st July 2016

PC:-

1. The Suit is settled. Consent Terms are drawn. These are signed by one Hemant Vashi, a Director of the 1st Plaintiff and the Constituted Attorney of Plaintiff No.2, and one Sakeena Begaum Ansari as the sole proprietor of the 1st Defendant and on behalf of Defendants Nos.2 to 4 as a partner or authorised signatory. The Consent Terms are also signed by the Advocates for the parties.
2. I have seen the Consent Terms. I am satisfied that they are not contrary to law, that they have been drawn by the parties of their own volition, and that they reflect the parties' true intentions.

3. 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.
4. The Suit is decreed and disposed of in terms of the Consent Terms. Drawn up decree dispensed with. Refund of Court Fees in accordance with the Rules.
5. Notice of Motion (L) No.1520 of 2016 does not survive and is disposed of as such.
6. All concerned to act on an authenticated copy of this order.
7. The Court Receiver stands discharged without passing of accounts and on payment of costs, charges and expenses. The goods sealed by the Court Receiver are to be destroyed within period of two weeks from today in presence of the representatives of both parties. Mr. Atul Thakkar to file his Vakalatnama during the course of the day.

(G. S. PATEL, J.)