

JSN

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO.524 OF 2016

Unigen Inc. ...Plaintiff
Versus
Evershine Oleochem Limited and another ...Defendants

Mr.Himanshu Kane, *with Ms. Akshata Kamath and Ms. Laher Shah*
i/b W.S. Kane & Company for the Plaintiff.
Mr. Vijay Upadhyay, *for the Defendants*

CORAM: G.S. PATEL, J
DATED: 14th July 2016

PC:-

1. Mr. Kane tenders a draft amendment. A copy has been served. Leave to amend in terms of the draft taken on record and marked "X" for identification with today's date. Amendments to be carried out without need of reverification on or before 18th July 2016.

2. The Suit itself is settled. Consent Terms are tendered. These are signed by one Mr. Narendra Trikmani, Constituted Attorney on behalf of the Plaintiff and by one Mr. Atul Shah, General Manager (Plant) and Authorised Signatory on behalf of Defendant No.1. The 2nd Defendant has been added by way of amendment today. Separate Consent Terms are executed between the Plaintiff and

Defendant No.2. The same are signed by Mr. Narendra Trikmani, Constituted Attorney on behalf of the Plaintiff and Mr. Sivarajakumar, Director on behalf of the Defendant No.2.

3. Mr. Narendra Trikmani, Mr. Atul Shah and Mr. Sivarajakumar are personally present in Court. The Consent Terms are also signed by Mr. Kane for the Plaintiff and Mr. Upadhyay for both Defendants.

4. Being satisfied that the Consent Terms are not contrary to law; have been drawn up by the parties on their own volition without any fraud; and that they reflect true intention of the parties; the Consent Terms are taken on record and marked "X" for identification. The undertaking in the Consent Terms are accepted as undertakings to the Court.

5. The Suit is disposed of in accordance with the Consent Terms. No order as to costs.

6. The Court Receiver to stand discharged without passing accounts and on payment of his costs, charges and expenses by the Plaintiff within four weeks from today.

7. The parties have agreed, and this is stated in the Consent Terms as well, that the Defendant No.1 will destroy the goods seized and sealed by the Court Receiver.

8. Refund of Court Fee, if any, in accordance with the Rules.

9. Drawn up decree or order disposed of.
10. In view of this the Notice of Motion (L) No.1568 of 2016 does not survive and is disposed of as infructuous.
11. Mr. Upadhyay undertakes to file Vakalatnama on or before 18th July 2016.
12. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)