

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

**SUIT NO.757 OF 2015  
WITH  
NOTICE OF MOTION NO.1512 OF 2015**

Daleep Jatwani Jatwani ... Plaintiff

Versus

Rushi Realty (India) Pvt. Ltd. and Ors. ... Defendants

Mr. Naushad Engineer i/by M/s. L.J.Law, for Plaintiff.

Mr. Bhupesh Dhumaskar i/by M/s. Jhangiani Narula and Associates, for Defendant  
Nos.1 to 4.

**CORAM: S.J. KATHAWALLA, J.**

**DATE: 13<sup>th</sup> JANUARY, 2016**

**P.C.:**

1. The learned Advocate for the Plaintiff is not pressing the Suit against Defendant Nos.5 and 6.

2. The learned Advocates for the parties have tendered Consent Terms dated 13-01-2016. They submit that the Consent Terms be taken on record and the above Suit be disposed of in terms of the Consent Terms. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms are signed by the Plaintiff, Director of Defendant No.1, Partner of Defendant No.2, Defendant No.3, constituted attorney of Defendant No.4 and the learned Advocates for the parties. The signatories to the Consent Terms are present in Court. The undertakings recorded in the Consent Terms are accepted. The above Suit is disposed of in terms of

the Consent Terms, marked 'X'. Refund of Court Fees, if any, as per rules. Notice of Motion No.1512 of 2015 also stands disposed of.

**( S.J.KATHAWALLA, J. )**