

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****CHAMBER SUMMONS (L) NO. 2067 OF 2016****IN****SUIT NO. 601 OF 2016**

Hatadia Builders Pvt. Ltd.

... Applicants/Plaintiffs

IN THE MATTER BETWEEN:

Hatadia Builders Pvt. Ltd.

... Plaintiffs

Versus

Vimal Babulal Surana and another
and

...Defendants

Babulal Jasraj Surana and another

...Respondents

*Mr. Vinod L. Desai for the Plaintiffs/Applicants.**Mr. S.S. Redekar for the Defendants.***CORAM : S. J. KATHAWALLA, J.****DATE: 25th October, 2016****P.C.:**

The above Chamber Summons is not on Board. Upon mentioning taken on Board.

2. Heard the learned Advocates appearing for the parties. The Chamber Summons is allowed in terms of prayer clause (a) and the Plaintiffs are allowed to amend the plaint by

adding Respondents as Defendant Nos. 3 and 4 in the above Suit. Amendments to be carried out on or before 7th November, 2016.

3. The Learned Advocates appearing for the parties have now tendered Consent Terms dated 25th October, 2016. They submit that the Consent Terms be taken on record and the Suit be disposed off in terms of the Consent Terms. The Consent Terms dated 25th October, 2016 are taken on record and marked 'X' for identification. The Consent Terms are signed by the parties and their respective Advocates. The Consent Terms are interpreted and explained in Hindi to Defendant Nos. 2, 3 and 4 by the Office of the Interpreter, High Court, Bombay. The suit is accordingly disposed off in terms of the Consent Terms marked "X". Refund of Court Fees, if any, as per Rules.

(S.J. KATHAWALLA, J.)