

SHEPHALI

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 773 OF 2013
WITH
NOTICE OF MOTION NO. 1024 OF 2014
WITH
NOTICE OF MOTION NO. 1437 OF 2014

Parul Jayant Chitalia ...Plaintiff
Versus
Hrish Tribhuvandas Vora & 13 Ors. ...Defendants

Mr. M. B. Singh, *a/w Ms. Pooja Jalan, i/b MBS & Co., for the Plaintiff.*
Mr. B. G. Saraf, *for the Defendant No. 1.*
Mr. Udayan S. Jain, *for Defendants Nos. 2 & 3.*
Mr. Suresh D. Barne, *for Defendants Nos. 4 and 5.*

CORAM: G.S. PATEL, J
DATED: 17th November 2016

PC:-

1. This is an administration Suit. The Suit is settled as between the Plaintiff and Defendants Nos. 1 to 5. Defendants Nos. 6 to 14 are formal parties. Consent Terms are tendered. These are signed by the Plaintiff and the Defendants Nos. 1 to 5. They are also signed by their respective Advocates.

2. I have seen the Consent Terms. They are in order. They are not contrary to law and they appear to reflect the parties' true intention and have been drawn by the parties of their own volition. The Consent Terms are taken on record and marked "X" for identification. The undertakings in the Consent Terms, if any, are accepted as undertakings to the Court.

3. The drawn up decree/order is dispensed with. However, if for the purpose of implementation of these Consent Terms, should the parties require a drawn up decree, they will be entitled to apply to the Department for one without having to make a separate application in that behalf and on production of an authenticated copy of this order. Drawn up decree is to be strictly in accordance with these Consent Terms only.

4. Refund of court fee, if any, in accordance with the Rules.

5. The Suit is disposed of accordingly.

6. In view of this, Notices of Motion do not survive and are disposed of as infructuous.

7. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)