

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

SUIT NO. 265 OF 2015

WITH

NOTICE OF MOTION NO. 506 OF 2015

WITH

NOTICE OF MOTION NO. 1200 OF 2015

WITH

NOTICE OF MOTION NO. 276 OF 2016

IN

SUIT NO. 265 OF 2015

Paresh Manilal Banker (HUF)

...Plaintiff

Versus

Mody & Co. & Ors.

...Defendants

Mr. Ramesh Gajria, i/b Gajria & Co., for the Plaintiff.

Mr. Nishant Sasidharan, i/b M/s. Pravin Mehta & Mithi & Co., for Defendants No. 1, 2, 3 and 5.

CORAM : S.C. GUPTE, J.

DATE : 9th February 2016

P.C. :

1. Learned Counsel for the parties tender Consent Terms duly signed by the parties and also their respective Advocates. Learned Counsel also tender Minutes of Orders duly signed by the

Advocates for the parties. By these Consent Terms and Minutes, the Plaintiff and Defendants No. 1 to 3 and 5 have settled their disputes amicably and seek a decree in terms of the Minutes of Order and the Consent Terms. Though this Court had originally required the Plaintiff to bring on record the legal heirs of deceased Defendant No. 4, considering the fact that Defendant No. 4 was only a Karta of Kirit Harilal Soni HUF and that the son of the deceased, Rajan Chokshi, is now a Karta of this HUF and the decree is only as between the Plaintiff and Defendants No. 1 to 3 and 5, the parties are permitted to seek a decree without bringing legal heirs of deceased Defendant No. 4 on record.

2. Consent Terms are taken on record and marked 'X' for identification. The statements and undertakings contained therein are accepted.

3. The Suit is decreed in terms of Minutes of Order, which is now marked as 'X1' for identification.

4. There will be no order as to costs.

5. Refund of Court fees in accordance with the applicable rules.

6. In view of disposal of the Suit, Notice of Motion Nos. 506 of 2015, Notice of Motion No. 1200 of 2015 and Notice of Motion No. 276 of 2016 do not survive and the same are also disposed of.

[S.C. GUPTE, J.]