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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO.909 OF 2014**

Santosh C. Trivedi	...Petitioner
<i>Versus</i>	
Italian Design Bagage Pvt. Ltd.	...Respondent

A.R. Shaikh, i/b. Mr. Shrikant Mishra, for the Petitioner.
Mr. Farhad Marolia, i/b, KRY Legal for the Respondent.

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

P.C.

1. The parties have settled their disputes. They have entered into Consent Terms. These have been drawn up and signed on behalf of the Company by Director and on behalf of the Petitioner by his Constituted Attorney. They are also signed by the respective advocates.

2. Under the Consent Terms, in Clause 3, the Petitioner acknowledges that out of this claim of Rs.135 Crores an amount of Rs.29,33,137/- has been repaid by making payment to the Petitioner's wife. Then there is a mutual understanding which is set out in clause 6 to the effect that a certain amount is payable as interest and that there is acknowledgement of an amount payable to one Eurozone by a Director of the Company. Paragraph 7 contains

certain undertakings which have been agreed upon between the parties. These involve transfer of certain properties. In paragraph 11 the Petitioner has agreed to withdraw certain litigations including a criminal complaint.

3. I am satisfied that the Consent Terms have been drawn up by mutual agreement and without coercion or pressure. The Consent Terms are taken on record and marked “X” for identification. The undertakings in the Consent Terms are accepted as undertakings to the Court. The Company Petition No.909 of 2014 is disposed of as withdrawn in view of the Consent Terms.

4. All concerned to act upon an authenticated copy of this order.

(G. S. PATEL, J.)