

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

**NOTICE OF MOTION NO.2324 OF 2016
IN
SUIT NO.955 OF 2015**

Arvanaz Aspi Sathavavwala & Anr.Applicants
(Org.Defts.9 & 14)

IN THE MATTER BETWEEN :

Rameshbhai Harjibhai Makwana & Ors.Plaintiffs
V/s.

Nergish Kersi Dotiwala & Ors.Defendants

Mr.Jayantkumar V.Parmar for plaintiffs.

Mr.Kushal Amin i/by M/s.S.K.Srivastava & Co. for the
applicants/defendant nos.9 & 14.

**CORAM : K.R.SHRIRAM,J
DATE : 27.10.2016**

P.C.:-

1 Mr.Jayantkumar Parmar appearing for the plaintiffs states that his clients have settled the matter with the defendants and tenders consent terms dated 26.10.2016. The counsel states that the plaintiff no.1 and plaintiff no.4 are settling the claim of the defendants and therefore, the consent terms are signed only by plaintiff no.1, plaintiff no.4, applicant no.1 and applicant no.2 and their respective advocates. Mr.Parmar also states that he has explained the contents of the consent terms to plaintiff no.1 in Gujarati language and plaintiff no.1 has signed the consent terms in his presence after fully understanding the contents of the consent terms.

The consent terms is taken on record and marked 'X' for identification. The undertakings given in the consent terms are accepted and so ordered.

2 The counsel for the applicant nos.9 & 14 states that the plaintiff had entered into consent terms with the other defendants which is already taken on record by order dated 6.5.2016. Statement accepted. Notice of Motion accordingly stands disposed. No order as to costs.

3 All parties to act on a copy of this order duly authenticated by the Associate of this Court.

(K.R.SHRIRAM,J)