

ATUL

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 924 OF 2016
WITH
NOTICE OF MOTION (L) NO. 2800 OF 2016

Pradeep Ghisulal Rathod & Another ...Plaintiffs
Versus
Vinod Cookware & Another ...Defendants

Mr. Gautam Panchal, *i/b Gautam & Co., for the Plaintiffs.*
Mr. Mukesh Jain, *representative of Plaintiff.*
Ms. Tanuja Liman, *for the Defendants.*

CORAM: G.S. PATEL, J
DATED: 13th October 2016

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by the Constituted Attorney for the 1st and 2nd Plaintiffs and their Advocate and by one Mr. Sunil Agarwal for himself and as the partner of the 1st Defendant. They are also signed by the Advocate for the Defendants.

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 intentions 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 Suit is disposed of in accordance with the Consent Terms. There will be no order as to costs.

4. Drawn up decree 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.

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

6. In view of this, the Notice of Motion does not survive and is disposed of as infructuous.

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

(G. S. PATEL, J.)