

SHEPHALI

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 127 OF 2014
WITH
SUIT NO. 15 OF 2016

Kalpataru Properties Private Limited ...Plaintiff

Versus

Kalpataru Buildtech Corporation Limited & 8 Ors. ...Defendants

Mr. A. Jamsandekar, *with Ms. Alka Parelkar, Ms. Esha Trivedi, Mr. Suneet Tyagi, Ms. Nidhi Malhotra, for the Plaintiff.*

Mr. H. Prabhulkar, *a/w Mr. Ashiksh Kumar, i/b M/s. Juris Consultus, for the Defendants.*

CORAM: G.S. PATEL, J

DATED: 3rd May 2016

PC:-

1. Mr. Jamsandekar tenders a draft amendment in Suit No. 15 of 2016. The draft is taken on record and marked "X" for identification. Leave to amend. Amendment to be carried out forthwith in Court, without need of reverification.

2. Both Suits are settled. Composite Consent Terms are tendered. These are taken on record and marked "X1" for identification. The undertakings in the Consent Terms are accepted as undertakings to the Court.

3. The Consent Terms are signed by the Advocates of both sides as also the parties' authorised signatories, both of whom are present in Court. I have seen the Consent Terms and am satisfied that they reflect the true and correct intention of the parties; have been drawn without fraud, force and coercion; and are not contrary to law.
4. Both Suits are disposed of in accordance with the Consent Terms. Drawn up decrees, if any, are dispensed with. Refund of Court fees in both Suits, if any, in accordance with the Rules.
5. All pending Notices of Motions are disposed of as infructuous.
6. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)