

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**LETTERS PATENT APPEAL NO.275 OF 2010
IN
WRIT PETITION NO.3438 OF 2010**

Bombay Paints

.... Appellant

versus

Pandurang More & Anr.
Respondents

...

.....

- Mr. R.S. Pai a/w Jayesh Desai i/b. M/s Desai & Desai Associates, Advocate for the Appellant.
- Mrs. Neeta Karnik, Advocate for the Respondents.

**CORAM : R. M. SAVANT &
SARANG V. KOTWAL, JJ.
DATE : 12th OCTOBER, 2017.**

P.C. :

1. Mentioned out of turn for filing Consent Terms.
2. The learned counsel for the parties tender Consent Terms bearing today's date i.e. 12/10/2017. The said Consent Terms evidence the settlement arrived at between the parties. The Consent Terms have been signed on behalf of the Appellant

by Mr.Jayendra Mahamunkar, Deputy General Manager and by the Respondent No.1. The Respondent No.1 is personally present before the Court. He is identified by the learned counsel Mrs.Neeta Karnik. He is further identified by the identity card issued by the Appellant Company. In the said identify card, the employee number mentioned is 3142. When put in the witness box and queried, he states that the Consent Terms have been explained to him by the learned counsel Mrs.Karnik and that the Consent Terms are acceptable to him. He further states that, he has received the cheque for an amount of Rs.6,29,740/-. He further states that outside the Consent Terms, he has no other claim against the Appellant.

3. The representative of the Petitioner No.1 Mr.Mahamunkar is also present in the Court. He is identified by the learned counsel Mr. R.S. Pai. He is identified by his Aadhar Card bearing No.6788 1212 2077. When put in witness box and queried, he states that the Consent Terms are acceptable to the Appellant company and that he has signed the said Consent

Terms pursuant to the authorization given by the Appellant Company, which is as per the Resolution passed by the Board of Directors of the Company on 14/08/2014, which Resolution is general in nature in respect of various litigations. He further states that the Appellant Company has forwarded the cheque for Rs.6,29,740/- to the Respondent No.1, which has been accepted by the Respondent No.1. In the light of the above, the above Letters Patent Appeal to stand disposed of in terms of the Consent Terms, which are taken on record and marked as 'X' for identification. The copy of the Resolution produced by Mr.Mahamunkar is taken on record and marked as 'Y' for identification.

(SARANG V. KOTWAL, J.)

(R. M. SAVANT, J.)