

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.14178 OF 2016

NTB International Pvt. Ltd. ... Petitioner
Vs.
Siegling Asia Pacific Limited and others ... Respondents

Mr. H. G. Dharmadhikari a/w. Ms Minal Kanade for Petitioner.
Mr. Vibhu Shankar a/w. Mr. Akshat Bhatnagar a/w. Mr. Prajit S. Manjrekar for Respondents.

CORAM : R. G. KETKAR, J.
DATE : JANUARY 04, 2017

P.C. :

Heard Mr. Dharmadhikari, learned Counsel for petitioner and Mr. Shankar, learned Counsel for respondents at length.

2. By this Petition under Article 227 of the Constitution of India, petitioner, hereinafter referred to as 'plaintiff', has challenged the judgment and order dated 05.10.2016 passed by the learned 9th Joint Civil Judge, Senior Division, Thane below exhibit-97 in Regular Civil Suit No.104 of 2009. By that order, the learned trial Judge rejected the application made by the plaintiff inter alia praying for directing respondents, hereinafter referred to as 'defendants', to file examination-in-chief duly signed by the persons, who are the party to the agreement dated 30.06.2003 at exhibit-68; directing the defendants to call either Mr. Marco A. Crivelli, President of defendant No.2 or Mr. Terence Wong, Controller for cross-examination.

3. In paragraph 2 of the application exhibit-97, plaintiff has asserted thus,

“2. The entire case revolves around strategic alliance agreement dated 30.6.2003 which is at exhibit 68 accepted by

both the parties. The said agreement is signed by two persons of the defendant namely Mr. Marco A. Crivelli, President of Defendant no.2 and Mr. Terence Wong, Controller of the said Defendant no.2.”

4. In examination-in-chief of P.W. Kamal Kishor Kacholia, he has deposed that he has filed the Suit. The entire case revolves around strategic alliance agreement which was the agreement dated 30.06.2003. It bears his signature and its contents are correct and it is marked as exhibit-68. Mr. Dharmadhikari submitted that plaintiffs are accepting the correctness of the agreement dated 30.06.2003. Mr. Shankar states that defendants also accept the correctness as also contents of the said agreement and in fact as per clause 12(iii) of that agreement, they have terminated the contract. Thus, the parties accept that the agreement is proved.

5. As the parties have accepted the contents of the agreement dated 30.06.2003, Mr. Dharmadhikari does not press this Petition. Petition is disposed of accordingly. Liberty is reserved to the parties to apply for expeditious disposal of the Suit. If such application is made, the learned trial Judge will pass appropriate order. Order accordingly.

(R. G. KETKAR, J.)

Minal Parab