

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.652 OF 2011
WITH
CHAMBER SUMMONS NO.413 OF 2017
IN
SUIT NO.652 OF 2011
WITH
SUIT NO.3368 OF 2007
WITH
CHAMBER SUMMONS NO.418 OF 2017
IN
SUIT NO.3368 OF 2007

Mayura S. Gupta and Master Yashwardhan

S. Gupta

... Plaintiffs

v/s

Asha L. Gupta and others

... Defendants

Mr Madhusoodanan Nair with Mr Sharad Agre i/b M/s KPMC Legal for Plaintiffs.

Mr Z.A. Jariwala i/b M/s Thgakore Jariwala and Associates for Defendant Nos.1, 3, 4, 6 and 7 in Suit No.652 of 2011 and for Defendant Nos.1 to 3 in Suit No.336 of 2007.

Mr Himanshu Kode for Defendant No.2 in Suit No.652 of 2011 and for Defendant No.5 in Suit No.3368 of 2007.

CORAM : B.P. COLABAWALLA, J.

DATE : JULY 11, 2017

P.C.:

1. These matters have been placed on board today under the

caption "For Settlement / Filing Consent Terms." Both these Suits were earlier referred to mediation to Mr E.H. Kotwal, Advocate. It is this mediation which has fructified into a settlement between the parties. The Mediator's report dated 3rd July 2017 is also filed in this Court on 4th July 2017.

2. Since Plaintiff No.2 in both the Suits is a minor (Master Yashwardhan S. Gupta) the Plaintiff No.1 has filed two Notices of Motion being Notice of Motion (L) No.1401 of 2017 and Notice of Motion (L) No.1399 of 2017 wherein Plaintiff No.1, being the mother and natural guardian of Plaintiff No.2, has sought leave of this Court to enter into the compromise on behalf of the minor - Plaintiff No.2 in the above two Suits. Over and above this, the learned Advocate appearing on behalf of the Plaintiffs in both the Suits has tendered certificates stating that he represents the said minor and during the mediation meeting under the aegis of Advocate Mr E.H. Kotwal, an agreement is arrived at between the parties. This agreement, in the opinion of the learned Advocate is in the interest of the minor. This is also the opinion of the Mediator in the Mediation Report.

3. Considering all these facts, leave is granted in terms of Order XXXII Rule 7 of the CPC and Notice of Motion (L) No.1401 of 2017 and Notice of Motion (L) No.1399 of 2017 are made absolute in terms of prayer clause (a).

4. The consent terms dated 7th July 2017 are taken on record and marked 'X' for identification. The consent terms have been signed by Plaintiff No.1 for herself and as the mother and guardian of her son – Plaintiff No.2. These consent terms are also signed by Defendant Nos.1, 2, 3 and 5 in Suit No.3368 of 2007 and Defendant Nos.1 to 4 in Suit No.652 of 2011. All the parties are present in Court today and have been identified by their respective Advocates. Both the Suits are disposed of in terms of the consent terms. The undertakings contained in the consent terms are accepted. Refund of court fees as per rules.

5. In view of the disposal of the Suits, nothing survives in the Chamber Summonses and the same are disposed of accordingly.

(B.P. COLABAWALLA, J.)