

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 153 OF 2017
WITH
NOTICE OF MOTION (L) NO. 540 OF 2017**

Rui Boutique	...Plaintiff
<i>Versus</i>	
Rui Design	...Defendant

Mr Hiren Kamod, *with Mr Ashwin V Sakolkar & M s Neha Parulekar, for the Plaintiff.*
Mr Dushyant Varma, *with Ms Sunita Namchoom, Defendant in person, present.*

CORAM: G.S. PATEL, J
DATED: 17th April 2017

PC:-

1. The Suit is settled. Consent Terms are signed. These have been signed by Mr Ashwin Sakolkar, the Advocate for the Plaintiff as also by the Defendant. Mr Kamod for the Plaintiff states that his clients are overseas. They will file the necessary authorization within a period of two weeks from today.

2. The Defendant has submitted to a decree in terms of prayer clauses (a) and (b). The Defendant has also agreed to change her trading name and mark within a period of 90 days from today.

3. I have seen the Consent Terms. They are in order. They are not contrary to law. I am satisfied that they have been drawn by the parties of their own volition in reflection of their true intentions. The Consent Terms are taken on record and marked “X” for identification with today’s date. The undertakings in the Consent Terms are accepted as undertakings to the Court.

4. The Defendant, Ms Sunita Namchoom is present in Court along with Mr Dushyant Varma.

5. The Suit is disposed of in accordance with the Consent Terms. Refund of Court fees, if any, in accordance with the Consent Terms.

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

7. A scanned copy of the Consent Terms is provided in Court. It will be uploaded as a second order in this matter.

(G. S. PATEL, J.)