

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

**SUIT (L) NO.122 OF 2017
WITH
NOTICE OF MOTION (L) NO.117 OF 2017**

Capital First Ltd. ... Plaintiff
versus
Nirmal Lifestyle Ltd. and Anr. ... Defendants

Dr. Birendra Saraf with Mr. Madhu Gadodia, Mr. Prashant Gawali i/by M/s. Naik Naik and Co., for Plaintiff.

Mr. Simil Purohit i/by M/s. MDP and Partners, for Defendant Nos.1 and 2.

CORAM: S.J. KATHAWALLA, J.

DATE: 3rd APRIL, 2017

P.C.:

1. The learned Advocates for the parties have tendered Consent Terms dated 03-04-2017. They submit that the Consent Terms be taken on record and the above Suit be decreed in terms of the Consent Terms. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms are signed by the Authorized Signatory of the Plaintiff and Defendant No.2 for self and as authorized signatory of the Defendant No.1. The learned Advocates for the parties have also signed the Consent Terms. The signatory to the Consent Terms are present in Court. The undertakings recorded in the Consent Terms are accepted. The Suit is decreed in terms of the Consent Terms, marked 'X'. Refund of Court Fees, if any, as per rules.

Notice of Motion (L) No.117 of 2017 also stands disposed of.

(S.J.KATHAWALLA, J.)