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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 195 OF 2017
WITH
NOTICE OF MOTION (L) NO. 661 OF 2017**

Bade Miya & Ors	...Plaintiffs
<i>Versus</i>	
Mohamed Shahnwaz	...Defendant

**Mr Sandip Parikh, with Hemang Engineer, i/b Gordhandas &
Fozdar, for the Plaintiffs.**
Mr Ramanani Upadhyay, for the Defendant.

**CORAM: G.S. PATEL, J
DATED: 11th April 2017**

PC:-

1. The Defendant is personally present in Court. The learned Advocate for the Defendant agrees to file his vakalatnama within one week from today.

2. On instructions Mr Upadhyay makes a statement that the Defendant submits to a decree in terms of prayer clauses (a) and (b). Specifically the Defendant agrees to forthwith cease use of the name “M/s. Bade Miyan Biryani House” as the name of his restaurant or the name of his partnership firm or trading style. The Defendant

undertakes to make the necessary application for the change of name of the partnership within three weeks from today.

3. In view thereof, Mr Parikh does not press his prayers for damages and costs.

4. The Suit is decreed in these terms with no order as to costs. Refund of court fee, if any, in accordance with the Rules.

5. The drawn up decree is dispensed with. However, for the purpose of implementation of these Consent Terms, should the parties require a drawn up decree, they will be entitled to apply to the Department for one without having to make a separate application in that behalf and on production of an authenticated copy of this order.

6. The Notice of Motion (L) No. 661 of 2017 does not survive and is disposed of as infructuous.

7. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)