

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

**SUIT (L) NO.213 OF 2017
WITH
NOTICE OF MOTION (L) NO.720 OF 2017**

Sandhya Sanjay Sathaye and Ors. ... Plaintiffs
versus
Siddhivinayak Construction Company
Pvt. Ltd. ... Defendant

Mr. Naushad Engineer i/by M/s. L.J.Law, for Plaintiffs.
Mr. B.G.Saraf, for Defendant.

CORAM: S.J. KATHAWALLA, J.

DATE: 4th MAY, 2017

P.C.:

1. By consent of the parties, Respondent is impleaded as Defendant No.2 in the above Suit. Amendment to be carried out forthwith. Re-verification is dispensed with.
2. Mr. B.G.Saraf appearing for Defendant No.2 undertakes to file Vakalatnama for Defendant No.2.
3. The learned Advocates for the parties have now tendered Consent Terms dated 4th May, 2017. They submit that the Consent Terms be taken on record and the above Suit be disposed of in terms of the Consent Terms. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms are signed by Plaintiff No.1, Plaintiff No.3 for self and as constituted attorney of Plaintiff

No.2, Managing Director of Defendant No.1 and the Partner of Defendant No.2. The learned Advocates for the parties have also signed the Consent Terms. The signatories to the Consent Terms are present in Court. The undertakings recorded in the Consent Terms are accepted. The Suit is disposed of in terms of the Consent Terms, marked 'X'. Refund of Court Fees if any as per rules. Notice of Motion (L) No.720 of 2017 also stands disposed of. Ad-interim orders stands vacated. Drawing up of the decree is dispensed with. No order as to costs.

(S.J.KATHAWALLA,J.)