

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

SUIT NO.183 OF 2015

Gopani Iron and Power (India) Pvt. Ltd.	...	Plaintiff
versus		
Unified Metals and Minerals Pvt. Ltd. and Ors.	...	Defendants

Mr. Manmohan Rao, for Plaintiff.
Mr. Shailesh Kantharia, for Defendant Nos.1 to 3.

CORAM: S.J. KATHAWALLA, J.

DATE: 13th APRIL, 2017

P.C.:

1. The learned Advocate for the Defendants undertakes to file Vakalatnama in the course of the day. The undertaking is accepted.

2. Heard the learned Advocates for the parties and by consent, the following order is passed :

(i) The Defendants have agreed to pay to the Plaintiff a sum of Rs.1,06,00,000/- in full and final settlement of all the claims of the Plaintiff against the Defendants.

(ii) The Defendants have handed over 11 post dated cheques aggregating to Rs.1,06,00,000/-, particulars of which are set out hereunder :

Sr.No.	Cheque No. and date	Amount (Rs.)	Bank
1	000064 dt. 18-04-2017	11,00,000/-	HDFC Bank Ltd., Ahuja Chamber, Race Course Road, Bangalore 560 001.
2	000065 dt. 19-05-2017	10,00,000/-	-do-
3	000066 dt. 19-06-2017	10,00,000/-	-do-
4	000067 dt. 19-07-2017	10,00,000/-	-do-
5	000068 dt. 19-08-2017	10,00,000/-	-do-
6	000069 dt. 19-09-2017	10,00,000/-	-do-
7	000070 dt. 19-10-2017	10,00,000/-	-do-
8	000071 dt. 19-11-2017	10,00,000/-	-do-
9	000072 dt. 19-12-2017	10,00,000/-	-do-
10	000073 dt. 19-01-2018	10,00,000/-	-do-
11	000074 dt. 19-02-2018	5,00,000/-	-do-

(iii) The Defendants further agree and undertake that in the event of any default in payment i.e. if any of the above cheque is dishonoured upon presentment for payment, the Suit shall stand decreed as prayed in terms prayer clause (a) without reference to this Court and the Plaintiff shall be entitled to forthwith execute the decree.

(iv) In view of the above terms, the Suit is disposed of. Refund of Court Fees, if any, as per rules.

(S.J.KATHAWALLA, J.)