

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

COMPANY PETITION NO.982 OF 2015

Abdullah Saifuddin Tambawala & Ors. .. Petitioners
Vs.
M/s.Reliance Infratel Ltd. .. Respondent

Mr.S.Shamin i/by M/s.Shamin & Co. for the petitioner.
Mr.Sanskar Marathe for the respondent.

CORAM : R.D. DHANUKA, J.
DATE : 30th January 2017

P.C. :

. Not on board. Taken on board.

2. Learned counsel appearing for the parties have tendered consent terms dated 30th January 2017 duly signed by the parties and their respective advocates.

3. Learned counsel for the petitioner states that the petitioner no.3 is constituted attorney of the petitioner nos.1 and 2 and signed the consent terms on behalf of himself and on behalf of the petitioner nos.1 and 2. Statement of the learned counsel for the petitioner is accepted. Signatures of the signatories to the consent terms are identified by their respective advocates.

4. Consent terms are taken on record and marked 'X' for identification. Undertakings recorded in the consent terms are accepted.

5. Learned counsel appearing for the respondent has handed over five cheques as described in paragraph 2 of the consent terms to the learned counsel for the petitioner in Court. Learned counsel for the respondent, on instructions, states that all the aforesaid five cheques which are handed over to the learned counsel for the petitioner on behalf of the respondent would be honoured on presentation. Statement is accepted as and by way of an undertaking before this Court.

6. Company petition is disposed of in terms of the consent terms.

R.D. DHANUKA, J.