

APPEAL NO.45 OF 2014
IN
SUIT NO.1465 OF 2001

M/s. Vikas Garments & Ors. Appellants
versus
M/s. P.J. Enterprises ... Respondent

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- Mr.Vikas Khanchandani, Advocate for the Appellants.
- Mr.Tekchand G. Khanchandani, Appellant No.2 present.
- Mr.Rahul Raut, i/b. N.N. Vaishnawa & Co. for Respondents.

**CORAM : SMT. VASANTI A. NAIK &
SARANG V. KOTWAL, JJ.**
DATE : 12th DECEMBER, 2017.

P.C. :

The learned counsel for the parties have tendered the “Consent Terms” in the Court today. They are accepted on record and marked as Ex.'Z'. The consent terms are signed by the parties viz. Partner of the appellant No.1 and the appellant Nos.2 and 3 and the proprietor of the respondent firm. The consent terms are also signed by the counsel for the appellants and the counsel for the respondent.

Mr. Tekchand Khanchandani, the appellant No.2, who is also the partner of the appellant No.1 firm, is present in the Court today. So also, the proprietor of the respondent firm, Mr. Sajan J. Bhojwani is present in the Court today. When we had made a query to the parties that are present in the Court today, whether they are ad-idem on the terms mentioned in the 'consent terms', they have answered in the affirmative.

We have perused the consent terms. The consent terms are just and reasonable. Hence, we dispose of the appeal in terms of the consent terms. The parties are permitted to withdraw the amount in terms of clause (4) and (5) of the consent terms. Order accordingly. No costs. With the disposal of the appeal, notice of motion no.2627/16 stands disposed of.

(SARANG V. KOTWAL, J.)

(SMT. VASANTI A. NAIK, J.)