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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.98 OF 2016

IN

COMMERCIAL SUIT NO.209 OF 2016

Zoher Yusuf Diwan

..Plaintiff.

V/s.

K.G.N. Construction Pvt. Ltd. & Anr.

..Defendants.

Mr.Chetan Kapadia with Mr.Rahul Sarda and Mr. Nandesh Manek
i/b. M/s. J.P.Thakkar for the Plaintiff.

Mr.Ananda A. Pande i/b. A.R. Pande for the Defendants.

CORAM : S.C.GUPTE, J.

DATED : 6 July, 2017

P.C.:-

Learned counsel for the parties tender consent terms.

The consent terms are duly signed by the parties and their respective advocates. The consent terms provide for a decree of Rs.80,00,000/-, payable in 8 equal monthly instalments as stated in clause (a) of paragraph 3. Learned counsel for the Plaintiff

acknowledges receipt of 8 cheques referred to in clause (a) of paragraph 3. Learned counsel for the parties accordingly seek a decree in terms of the consent terms. The consent terms are taken on record and marked 'X' for identification. All undertakings and statements in the consent terms are accepted. The suit is decreed in terms of the consent terms. No order as to costs.

2. In view of the disposal of the suit, the Notice of Motion does not survive and the same is also disposed of.

(S.C.GUPTE, J.)