

Amk

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

SUIT NO. 397 OF 2016

Bhavik Dattani & Anr. .. Plaintiffs
Vs
Mohd. Phool Shaikh .. Defendant

Mr. Prateik Parija i/b Probus Legal for the Plaintiff.
Mr. Mohd. Phool Shaikh, Defendant present in Court.
Mr. M. R. Mandawgade, Officer on Special Duty in the office of Court
Receiver a/w. Mr. D. K. Patil, Section Officer are present.

CORAM : K.R. SHRIRAM, J.
DATE : 23rd MARCH, 2017.

P.C.:

1. Mr. Parija for the plaintiffs tenders a Consent Terms dated 15.03.2017 entered into between the plaintiffs and the defendant. When the matter was listed yesterday, it was stood over to today because the defendant did not have his Advocate present and the defendant also made a statement that he does not read, write or understand English. The defendant was, therefore, taken to the Interpreter of this Court and the Interpreter has endorsed stating that the contents of the Consent Terms have been explained to the defendant in Hindi. The Consent Terms, signed by plaintiff Nos.1, 2, the defendant and their respective Advocates, is taken on record and marked 'X' for identification. Order in terms of the Consent Terms. All undertakings are accepted.

2. The Suit, accordingly, stands disposed of.
3. Decree be drawn up in terms of prayer clauses (a), (b) and (d) of the Suit.
4. The Court Receiver stands discharged without passing of accounts. The undertaking of the plaintiffs' Advocate that the plaintiffs shall pay whatever deficit in the charges of the Court Receiver within two weeks of receipt of the communication of the Court Receiver and if the plaintiffs do not pay, the Advocate will pay is accepted.
5. All the interim applications stand disposed. All interim orders stand vacated.

[K. R. SHRIRAM, J.]