

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

IN ITS COMMERCIAL DIVISION

**COMMERCIAL SUIT NO.279 OF 2016
WITH
NOTICE OF MOTION NO.144 OF 2016**

Rattan Singh Buyilders Pvt. Ltd.Plaintiff

V/s.

The Mondelz India Foods Ltd.Defendant

Mr.Prabhjit Janhar i/by Subhan Y.Amare for plaintiff.

Mr.J.S.Pruthi, CEO of plaintiff present in Court.

Mr.Jaideep Khattar a/w Mr.Naren Nimbalkar i/by Khaitan & Co. for the defendant.

Ms.Brundra Rao, Authorized Representative of defendant present.

**CORAM : K.R.SHRIRAM,J
DATE : 6.6.2017**

P.C.:-

1 The parties have amicably settled the matter and have entered into consent terms dated 6.6.2017. The consent terms signed by the CEO of the plaintiff, the authorized signatory of the defendant and their respective advocates, is taken on record and marked "X" for identification. The counsel for the plaintiff and counsel for the defendant identify their respective clients and on instructions also confirm that both the signatories are authorized to sign the consent terms.

2 Mr.Janhar appearing for the plaintiff confirms having

received cheque for the amount mentioned in clause-(2) less TDS.

Mr.Khattar appearing for the defendant on instructions assures that the cheque will be honoured on presentation and the same is accepted as undertaking by the defendant.

3 Order in terms of the consent terms. Suit accordingly, disposed in terms of the consent terms. Refund of court fees if any, in accordance with Rules.

All interim applications stand disposed. All interim orders if any, also stand vacated.

(K.R.SHRIRAM,J)