

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

**SUIT NO.64 OF 2015
WITH
NOTICE OF MOTION NO.184 OF 2015**

Rajan Hemchandra Gupte and Anr. ... Plaintiffs
versus
Victoria Enterprises Ltd. and Anr. ... Defendants

Mr. Dinyar Madon, Senior Advocate with Mr. Vishal Kanade, Ms. Gauri Mehta i/by
M/s. L.J.Law, for Plaintiffs.
Mr. B.M.Zaveri, for Defendants.

CORAM: S.J. KATHAWALLA, J.

DATE: 27th APRIL, 2017

P.C.:

1. The learned Advocate for the Plaintiffs states that he is not pressing the Suit against Defendant No.2. The Suit against Defendant No.2 is therefore, disposed of as not pressed.

2. The learned Advocates appearing for the Plaintiffs and Defendant No.1 have now tendered Consent Terms dated 27th April, 2017. They submit that the Consent Terms be taken on record and the above Suit be decreed in terms of the Consent Terms. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms are signed by the constituted attorney of Plaintiff Nos.1 and 2, Director of Defendant No.1 and the learned Advocates for the parties. The undertakings recorded in the Consent Terms are accepted. The Suit is disposed

of in terms of the Consent Terms, marked 'X'. Refund of Court Fees, if any, as per rules. Notice of Motion No.184 of 2015 also stands disposed of. Though the Suit is decreed in terms of the Consent Terms, the parties shall comply with clauses 1, 2, 3, 4, 9 and 10 of the Consent Terms.

(S.J.KATHAWALLA, J.)