

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

COMMERCIAL SUIT No. 378 OF 2017

**WITH
NOTICE OF MOTION No. 648 OF 2017
IN
SUIT No. 239 OF 20**

Sangita Ashok Salunke @

Sangita Subhash Abhang

...Plaintiff

Vs.

Anusaya Sakharam Abhang and Anr.

...Defendants

Ms. Sangita Ashok Salunkhe -Plaintiff in person present

Mr. Pradeep Thorat for Defendant Nos.1 and 2.

CORAM : M.S. SANKLECHA, J.
TUESDAY, 11th AUGUST, 2017

P.C.

1. The Suit was scheduled to be on board today, but not listed. Therefore, mentioned. Upon mentioning, kept on production board at 3.00 p.m.
2. The Plaintiff and Defendant No.2 are present in the Court.
3. The Plaintiff specifically states that she is withdrawing her suit against Defendant No.1 – Mrs. Anusaya Sakaharam Abhang i.e. her mother-in-law. The suit therefore, survives only against Defendant No.2.

4. The parties have arrived at consent terms dated 11th August, 2017 and the same is taken on record and marked 'X' for the purpose of identification.

5. The Plaintiff, who is in Court, has received a demand draft dated 8th August, 2017 of Rs.5,50,000/- from Defendant No.2 as her full and final share in respect of the suit property. The Plaintiff states that the consent terms tendered, do correctly record the terms of settlement arrived at between the parties to the suit.

6. Undertaking given by the Plaintiff in paragraph (d) of the consent terms is accepted.

7. In the above view, the suit is disposed of in terms of the consent terms dated 11th August, 2017.

8. Refund of Court fees is allowed as per rules. In view of the disposal of the suit, notice of motion does not survive and is accordingly disposed of as infructuous.

[M. S. SANKLECHA, J.]