

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

**COMMERCIAL SUIT NO. 40 OF 2017
WITH
NOTICE OF MOTION NO. 30 OF 2017**

Niraj Kakad Construction Pvt.Ltd.	...Plaintiff
vs.	
Karan Shyam Talreja	...Defendant

Mr.Hemang Raithattha I/b. RMG Law Associates for Plaintiff.
Mr.Sheelang Shah I/b. Probus Legal for Defendant.

CORAM : S.C. GUPTE, J.

12 JULY 2017

P.C. :

Learned Counsel for the parties tender consent terms duly signed by the parties through their authorised representatives and also by their respective Advocates. Learned Counsel seek disposal of the suit in terms of the consent terms. The consent terms are taken on record, marked "X" for identification. The statements and undertakings contained therein are accepted. The suit is disposed of in terms of the consent terms. No order as to costs. Refund of court fees in accordance with the applicable Rules.

In view of the disposal of the suit, the notice of motion does not survive and the same is also disposed of.

(S.C. Gupta, J.)