

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
SUIT (L) NO.11 OF 2018
WITH
NOTICE OF MOTION (L) NO.8 OF 2018**

Motiram Harkishinlal Products @
M/s. M.H. Products and Anr. ... Plaintiffs
versus
Zeeo Pens and Ors. ... Defendants

Ms. Kausar Banatwala i/by Mr. Tushar Goradia, for Plaintiffs.
Mr. Kamlesh Jha, Prop. Of Defendant Nos.1 and 2 present.
Mr. Mahesh G. Chaudhary, Prop. Of Defendant No.3 present.
Mr. Satish Gangurde, Section Officer, Court Receiver's Office present.

CORAM: S.J. KATHAWALLA, J.

DATE: 30th JANUARY, 2018

P.C.:

1. The learned Advocate for the Plaintiffs and Proprietors of Defendant Nos.1 and 2 and Defendant No.3 have tendered Consent Terms dated 30-01-2018. They submit that the Consent Terms be taken on record and the above Suit be disposed of 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 partner of Plaintiff No.1, Mr. Kamlesh R. Jha, proprietors of Defendant Nos.1 and 2 and Mr. Mahesh Govind Chaudhary, proprietor of Defendant No.3. The Advocates for the parties have also signed the Consent Terms. The Office of the Interpreter, High Court, Bombay has interpreted and explained the contents of the Consent Terms to Mr. Kamlesh Jha and

Mr. Mahesh Govind Chaudhary in Gujarati. They have informed the Court that they have understood the contents of the Consent Terms and have signed the Consent Terms of their own free will and volition and without any force or coercion. 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 (L) No.8 of 2018 also stands disposed of. The Court Receiver shall stand discharged without passing any accounts, but upon payment of his costs, charges and expenses by the Advocate for the Plaintiffs.

(S.J.KATHAWALLA,J.)