

rrpillai

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 1236 OF 2015
IN
COMMERCIAL ADMIRALTY SUIT NO. . 43 OF 2018
WITH
COMMERCIAL ADMIRALTY SUIT NO. . 43 OF 2018

M.V. CP Chongqing ... Applicant

In the matter between

Eastment Shipping Pte. Ltd. ... Plaintiff

vs.

MV. CP Chongqing ... Defendant

Mr. Bimal Rajshekhar i/b. Ashwin Shankar for the Plaintiff.

Mr. Pranav Kottaram a/w. Mr. Sanjeev Sambasivan i/b. Bose & Mitra & Co. for the Defendant.

CORAM : A.K. MENON, J.

DATE : 29th AUGUST, 2018

P. C.

1. Counsel for the parties state that the parties have arrived at a settlement and tender consent terms dated 29th August, 2018 signed by their respective clients who are said to be authorised by appropriate powers of attorney copies of which are annexed to the consent terms. In view of the above, I pass the following order :

- (i) There will be order in terms of the consent terms.
- (ii) Prothonotary and Senior Master shall in pursuance of clause 5 of

the consent terms read with clause 2 and 3 of the Escrow Agreement dated 17th August, 2018 at Exhibit A to the consent terms act upon authenticated copy of this order.

(iii) It is further agreed between the parties that fixed deposit will have to be prematurely encashed in order to transfer the maturity value as agreed between them and that neither party has any objection to premature encashment charges if any levied by the bank.

(iv) Prothonotary and Senior Master shall encash the deposit prematurely to facilitate the transfer through the bank in which the deposit is made.

(v) Suit is disposed of in the above terms.

(vi) In view of the disposal of the suit notice of motion does not survive the same is also disposed of.

(vii) Refund, if any, as per rules.

(A.K. MENON, J.)

Rajeshwari
Ramesh
Pillai

Digitally
signed by
Rajeshwari
Ramesh
Pillai
Date:
2018.08.31
11:24:22
+0530