

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
IP SUIT (L) NO.821 OF 2018
WITH
NOTICE OF MOTION (L) NO.1466 OF 2018
WITH
LEAVE PETITION NO.198 OF 2018**

Hotel Panchavati Gaurav ... Plaintiff
versus
Ashwin Yashwantrao Limbana and Anr. ... Defendants

Mr. Hiren Kamod I/by M/s. Gautam and Co., for Plaintiff.
Mr. Pavan Patil, for Defendant Nos.1 and 2.
Mr. Akshay Limbana, Defendant No.2 present.

CORAM: S.J. KATHAWALLA, J.

DATE: 3rd JULY, 2018

P.C.:

1. Leave under Clause XIV of the Letters Patent Act is granted. The above Leave Petition is accordingly disposed off.
2. The learned Advocates for the parties have tendered Consent Terms dated 3rd July, 2018. They submit that the Consent Terms be taken on record and the 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 Partner of the Plaintiff, Defendant No.2 for self and as authorized signatory of Defendant No.1. The Advocates for the parties have also signed the Consent Terms. The undertakings recorded in the Consent Terms are accepted.

3. The Defendants undertake to pay a sum of Rs.2,00,000/- by way of demand draft in favour of the Prothonotary and Senior Master within a period of one week from today. The undertaking is accepted.
4. The Suit is accordingly decreed in terms of the Consent Terms, marked 'X'.
5. Refund of Court Fees, if any, as per Rules.
6. Notice of Motion (L) No.1466 of 2018 also stands disposed of.
7. Though above the Suit and Notice of Motion are disposed of, place the same on 10th July, 2018 to report compliance of paragraph 3 above.

(S.J.KATHAWALLA, J.)