

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

**NOTICE OF MOTION NO.1350 OF 2017
IN
ADMIRALTY SUIT NO.50 OF 2014**

M/s.Bombay Engineering Works)...Applicant/Plaintiff
V/s.

C.B.Chenab & Ors.)....Defendants

Mr.Hitesh Sangle for the applicant/plaintiff.
None for defendants.

**CORAM : K.R.SHRIRAM,J
DATE : 10.1.2018**

P.C.:-

1 This Notice of Motion is for recalling an order dated 12.6.2017 dismissing the suit as nobody was present on that date.

2 Without the assistance from the counsel for plaintiff, I went through the order sheets. On 13.3.2014 defendant no.1 vessel was arrested. On 7.4.2014 plaintiff and defendant no.1 filed consent terms dated 7.4.2014. It was noted that there was a caveat against release pending. On 22.4.2014, the caveators' advocate made a statement to the court that caveat was withdrawn and the defendant no.1-vessel could be released.

3 On 5.6.2017, the suit was listed and stood over to

12.6.2017 and on 12.6.2017, as nobody remained present for any of the party, suit came to be dismissed.

4 From the consent terms it appears that owners of defendant no.1 had agreed to settle the plaintiffs' claim in the sum of Rs.23,65,108/- by paying the said sum in 3 installments. Post dated cheques were also given. In paragraphs-3 & 4 of the consent terms defendant nos.1, 2 & 3 had given certain undertakings. Further para-7 of the consent terms reads as under :-

“Suit be decreed and decree be drawn accordingly”.

5 Counsel for plaintiff states that all the cheques were dishonoured on presentation. Therefore, since the suit has been decreed as per the consent terms, plaintiff may take steps to execute the decree.

6 Therefore, the order of dismissal passed on 12.6.2017 is recalled. Registry to note that the suit has been disposed in accordance with the consent terms dated 7.4.2014.

Notice of Motion accordingly disposed.

(K.R.SHRIRAM,J)