

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO.569 OF 2017
WITH
NOTICE OF MOTION (L) NO.2149 OF 2017
WITH
NOTICE OF MOTION (L) NO.31 OF 2018**

Santosh Verma Alluri	...	Plaintiff
versus		
Kalpesh Kothari	...	Defendant

Mr. Joel D'Souza i/by Mr. Vishwajeet V. Mohite, for Plaintiff.
Mr. Kedar Dighe with Mr. V.S.Khanavkar, for Defendant.
Mr. Santosh Alluri, plaintiff present.
Mr. Kalpesh Kothari Defendant present.
Mr. Mahendra Kothari, father of Defendant present.

CORAM: S.J. KATHAWALLA, J.
DATE: 24th JANUARY, 2018
(In Chambers)

P.C.:

1. The learned Advocates for the parties have tendered Compromise Terms dated 24-01-2018 under Order XXIII Rule 3 of the Code of Civil Procedure, 1908. They submit that the Compromise Terms be taken on record and the above Suit as well as Notices of Motion be disposed of in terms of the Compromise Terms. The Compromise Terms are taken on record and marked 'X' for identification. The Compromise Terms are signed by the Plaintiff, Defendant and their respective Advocates. The undertakings recorded in the Compromise Terms are accepted. The Suit is disposed off in terms of the Compromise Terms, marked 'X'. Refund of Court

Fees, if any, as per rules. The above Notices of Motion also stands disposed off.

Third Party Application taken out by the learned AGP also stands disposed off.

2. The documents submitted to the Azad Maidan Police Station by the Defendant shall be returned to the Plaintiff. The I-Phone 6 and laptop which are presently in the custody of the Cyber Crime Department, Mumbai Police, shall be forthwith handed over to the Defendant.

3. The Defendant shall pay an amount of Rs.1,00,000/- towards costs which shall be paid to Mumbai Police Welfare Fund A/c. No.465010100008693. The cheque/demand draft drawn in favour of Mumbai Police Welfare Fund shall be handed over to the Associate of this Court, who shall in turn forward the same to the concerned Police Authority.

(S.J.KATHAWALLA, J.)