

Arun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 287 OF 2017
IN
EXECUTION APPLICATION NO. 2590 OF 2015
IN
ARBITRATION NO. 1073 OF 2013

L&T Finance Ltd	...Applicant
<i>In the matter between</i>	
L&T Finance Ltd	...Plaintiff
<i>Versus</i>	
Gopalji Heavy Lifters & Ors	...Defendants

Ms SI Joshi, *with Ms Jalpa Pithadia, i/b SI Joshi & Company, for the Plaintiff.*

Mr Somnath M Gaikwad, *for Defendant No.7.*

Mr N Apte, *i/b Wadia Ghandy & Company, for the Applicant in Chamber Summons (L) Nos. 1271 of 2017 and 1273 of 2017.*

CORAM: G.S. PATEL, J
DATED: 24th April 2018

PC:-

1. The parties have arrived at Consent Terms. These are tendered, taken on record and marked 'X' for identification. They are signed by the legal manager of the Plaintiff, the Defendants by

themselves and, in one case through a constituted attorney. The Advocates for the Plaintiff and Defendant have also signed. In addition the recovery officer of Mahanagar Cooperative Bank has also signed as has the Advocate for the Bank.

2. The undertakings in the Consent Terms are accepted as undertakings to the Court. The Consent Terms *inter alia* provide that if the Plaintiffs' claim is not satisfied in the manner set out in the Consent Terms, the Execution Application will revive. This is noted.

3. As provided in clause 12, the Court Receiver is to stand discharged without passing accounts. However, his costs, charges and expenses will be paid by the Plaintiffs.

4. The Execution Application and the Chamber Summons are disposed of in these terms with liberty reserved as aforesaid.

5. A soft copy of the Consent Terms with its annexures is to be uploaded as the second order in this matter.

6. All existing, attachments ordered by this Court and interim orders stands vacated.

7. In view of this, all interlocutory applications in this matter are disposed of as infructuous. No costs.

(G. S. PATEL, J)