

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**CIVIL APPLICATION NO. 3111 OF 2019
IN
FIRST APPEAL NO. 1160 OF 1998**

Balmer Lawrie and Co. Ltd.

....Applicant

V/s.

Chungath Anthony Devassy

....Respondent

Mr. Akshay Udeshi a/w. Mr. Kaushal Udeshi a/w. Mr. Vedant Chhajer
i/b. Sanjay Udeshi and Co. for the applicant.

Ms. Janhavi Paradkar and Vijay Hinge i/b. Vijay Hinge for respondent.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED : 20th SEPTEMBER, 2019

P.C. :-

1. By this application, the applicant has sought refund of Rs.59,813/- along with interest accrued thereon.

2. Mr. Akshay Udeshi, the learned counsel for the applicant states that in terms of clause 3 of Consent Terms, the applicant is entitled to withdraw the amount. Ms. Janhavi Paradkar, the learned counsel for the respondent has no objection for withdrawal.

3. In the light of the said statement, the application is allowed in terms of prayer clause (b). Prayer clause (a) does not survive since no interim relief is operating against any of the parties.

4. Civil Application stands disposed of in the above terms.