

psv

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

SUIT NO.84 OF 2014

M/s.S.H. Steel Traders	..Plaintiff
Vs.	
Penelope Philip Gomes & Ors.	..Defendants

**AND
NOTICE OF MOTION NO.176 OF 2014
IN
SUIT NO.84 OF 2014**

M/s.S.H. Steel Traders	..Applicant
In the matter between	
M/s.S.H. Steel Traders	..Plaintiff
Vs.	
Ms.Penelope Philip Gomes & Ors.	..Defendants

Mr.Sanjeev Singh for Plaintiff.
Mr.H.K. Vazirani with Ms.Pushpa Goswami for Defendant Nos.1 to 10.
Mr.Anil Yadav for Defendant No.11.

CORAM : G.S. KULKARNI, J.

DATE : 26th NOVEMBER, 2019

P.C.:

Learned Counsel for the plaintiff and learned Counsel for defendant Nos.1(a), 1(b), 2, 3, 4(a) to 4(c), 6, 7, 8, 9, 10 and 11 have jointly tendered Consent Terms as entered between these parties contending that the disputes between the parties, subject matter of the present suit, stand resolved in terms of the Consent Terms and that the parties are inviting a consent decree in terms of the Consent Terms. Defendant No.5 since deceased is not signatory to the Consent Terms. The Consent Terms are signed by all the individual defendants who are

stated to be present in the Court. Their signatures are also identified by the respective Advocates. Defendant Nos.9 and 10 have put their left thumb impression. The contents of the Consent Terms are explained and interpreted to them by their Advocates. On behalf of Mr.Pravin Ranka, Director of defendant No.11 has signed the Consent Terms. There is resolution of the Board of Directors of defendant No.11 dated 22 November 2019 authorizing him to sign the Consent Terms. Copy of the Board Resolution is also placed on record by the Advocate for defendant No.11. Learned Advocates for the parties have also put their signatures on the Consent Terms. There is no dispute on the signatures as made on the Consent Terms as also thumb impression of defendant Nos.9 and 10. Accordingly, Consent Terms are taken on record and marked “X” for identification. The suit is decreed in terms of the Consent Terms. Undertakings as set out in paragraphs 9, 17, 19 and 20 stand accepted.

2. Issuance of certified copy of the Consent Terms is expedited.
3. Refund of Court Fees as per rules.
4. In view of disposal of suit, notice of motion No.176 of 2014 would not survive. It is accordingly disposed of.

[G.S. KULKARNI, J.]