

me, which I have perused and returned back to the advocates for defendant Nos.6 to 11.

3 The consent terms record that the parties to these consent terms have amicably settled the above suit for a lump sum amount of Rs.10 Lacs which is paid to the plaintiffs and the receipt of which the plaintiffs admit. In view of this settlement the plaintiffs have confirmed and admitted the conveyance dated 23rd March, 2007 bearing registration No. BDR-1/2513/2007 of 2007 entered into between defendant Nos.6 to 11 on the one hand and defendant Nos.1 to 5 on the other. Further, an undertaking is given by the plaintiffs that they shall not raise any claim of whatsoever nature in respect of the property which is the subject matter of the said conveyance.

4 Learned advocates appearing on behalf of defendant Nos.1 to 5 states that he has no objection if these consent terms are taken on record especially considering that in paragraph 4 of the consent terms, the plaintiffs have agreed not to pursue the present suit and withdraw the same unconditionally against all the defendants.

5 The consent terms are taken on record and marked “X” for identification. All undertakings contained therein are accepted.

The suit is disposed of in terms of the consent terms. As far as defendant Nos.1 to 5 are concerned, the suit against them is dismissed. Refund of court fees, if any, as per rules. No order as to costs.

6 Learned advocate appearing on behalf of the plaintiffs undertakes that a complete copy of the consent terms along with annexures shall be given to the advocates for defendant Nos.1 to 5 by tomorrow. The said statement is accepted as an undertaking given to this Court.

7 Considering that the suit itself is now disposed of, nothing survives in Notice of Motion No. 1230 of 2012 and the same is disposed of accordingly. No costs.

(B.P.COLABAWALLA, J.)