

Sharayu Khot.

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

COMMERCIAL SUMMARY SUIT (L) NO. 704 OF 2019
WITH
COMMERCIAL NOTICE OF MOTION (L) No. 1814 OF 2019

Futureworks Media Ltd.

...Plaintiff

Versus

Ahuja Properties and Associates & Ors.

...Defendants

Mr. D.D. Madan, Senior Advocate, a/w Mr. P. Ranjan, i/by Halai & Co., for the Plaintiff.

Ms. Saira Miarzankar, i/by Madhukar Mulay, for the Defendants No. 1 to 3.

CORAM : R.I. CHAGLA J.

DATE : 30 September 2019

ORDER :

1. The parties have arrived at the settlement. The Plaintiff and Defendants No. 1 to 3 have executed Consent Terms which are taken on record and marked "X" for identification. One time settlement has been arrived at whereby Defendants No. 1 to 3 has paid the Plaintiff a sum of Rs. 11,62,50,000/- by way of pay order in the Court.

2. Parties have undertaken to the Court to perform in terms of these Consent Terms and accordingly, undertaking is treated as an undertaking to this Court.

3. The Plaintiff has sought deletion of Defendants No. 5 to 13 as Defendant in this Suit and Respondents No. 1 to 3 as Respondents in the Notice of Motion and in terms of clause 6(a) of the Consent Terms. Permission is granted.

4. Amendment shall be carried out forthwith in the Suit as well as in the Notice of Motion by deleting the Defendants No. 5 to 13 in the Suit and the Respondents No. 1 to 3 in the Notice of Motion.

5. The Commercial Summary Suit is accordingly, disposed of in terms of the Consent Terms.

6. In view of the dismissal of the Summary Suit, the Notice of Motion does not survive.

7. The Plaintiff shall be entitled to refund the Court fees in

accordance with the Rules.

8. The date of the order shall be treated as the date of application for the refund of the Court fees.

[R.I. CHAGLA J.]