

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

NOTICE OF MOTION NO.1337 OF 2013
IN
SUIT NO.673 OF 2013

Wadhwa Estates & Developers
(India) Pvt. Ltd. Applicant / Plaintiff

IN THE MATTER BETWEEN:

Wadhwa Estates & Developers
(India) Pvt. Ltd. ... Plaintiff
V/S.
M/s. Siddhivinayak Developers & Ors. ... Defendants

Ms. Rati Lodha a/w. Mr. Ayush Khandelwal & Ms. Anulata
Saundankar I/b. Lodha Legal for Applicant / Plaintiff.
Mr. Amrendra Mishra for Defendant Nos.1 to 5.
Mr. Ashok V. Jain for Defendant No.11 to 14.

CORAM : B. P. COLABAWALLA, J.
DATED : 30th AUGUST, 2019.

P.C.

1. When this matter was called out, it has been pointed out to me that the Plaintiff on the one hand and Defendant Nos.1 to 5 on the other hand have settled the disputes. As far as Defendant Nos.6 to 14 are concerned, the suit qua the said Defendants is withdrawn. The Consent Terms are dated 30.08.2019. They have been duly signed by Defendant Nos.1 and 2 through its partner Mr. Kiran Mahadik. They have also

been signed by Defendant No.3/Company through its authorized signatory Mr. Prakash Gadiyar who has signed on behalf of Defendant No.3 as well as for himself. Defendant No.5 has also signed the Consent Terms. The Plaintiff/Company has also signed the Consent Terms through its authorized signatory Mr. Manohar Mulchand Chabriya, who is the Director of the Plaintiff Company. The Consent Terms are also signed by the respective advocates. The signatures of the plaintiff on behalf of the Plaintiff as well as Defendant No.1 to 5 are identified by their respective Advocates. The signatories to the Consent Terms are present in court and they have stated that they have understood the contents of the Consent Terms and entered into the same without any pressure and out of their own free volition.

2. In these circumstances, the Consent Terms are taken on record and marked "X" for identification. The undertakings given in the Consent Terms, if any, are accepted. The above suit is disposed of in terms of the Consent Terms. No order as to costs. Refund of court fees, if any, as per rules.

3. Considering that the suit itself is disposed of, nothing survives in Notice of Motion No.1337 of 2013 and the same is disposed of accordingly.

4. Even as far as Contempt Petition (L) No.107 of 2019 is concerned, in view of the settlement of the suit, the learned advocates appearing on behalf of the Plaintiff as well as Defendant Nos.1 to 5 have stated that nothing would survive in the same. In these circumstances, even the Contempt Petition is accordingly disposed of. No order as to costs.

(B. P. COLABAWALLA, J.)