

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

SUIT (L) NO.858 OF 2019

WITH

NOTICE OF MOTION (L) NO.1887 OF 2019

Vishamber Shewakramani & Anr.)....Applicants/Plaintiffs

V/s.

Hotel and Restaurant Association)
(Western India) and Anr.)....Defendants

Mr.Bharatkumar M.Jain i/by Hariani and Co. for plaintiffs/applicants.
[Mr.Vishamber Shewakramni-plaintiff no.1 and director of plaintiff
no.2 present in Court].

Mr.Pranay Kamdar i/by Wadia Ghandy and Co. for defendant nos.1
and 2.

[Mr.Aspi Nallaseth-Secretary General of defendant no.1 and
Mr.Pradeep Shetty-defendant no.2 are present in Court].

CORAM : K.R.SHRIRAM,J

DATE : 27.8.2019

P.C.:-

1. Parties have entered into consent terms dated 23.8.2019.

The consent terms signed by plaintiffs and defendants and their
respective advocates is taken on record and marked 'X' for
identification. Parties who have signed the consent terms are present
in Court and identified by the respective advocates. For ease of
reference, consent terms is scanned and reproduced below :-

BEFORE THE HON'BLE HIGH COURT JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION (S) NO. 1117 OF 2018

IN

SUIT (S) NO. 652 OF 2019

1. Vahanuben Shewasthkar

2. Rex Resorts & Apartment Hotels Limited

Plaintiffs

Versus

1. Hotel And Restaurant Association (Western India)

2. Pradeep Shetty

...Defendants

CONSENT TERMS

1. The Parties have amicably settled all their disputes on the free and composite terms and conditions mentioned hereinafter.
2. Accordingly, the Parties have agreed to execute these consent terms to record such free and composite terms and conditions which are agreed, understood and accepted by the parties.
 - i. In view of the amicable settlement arrived at between the parties and recorded in these Consent Terms, the Defendant No. 1 agrees, confirms and undertakes that, from the date hereof, the Inquiry Report dated 19 July 2018 ("Inquiry Report") shall stand withdrawn and any actions, motions, proceedings, if any, that have been taken by the Defendant No. 1 against the Plaintiff No. 1 shall also stand withdrawn in its entirety and the parties agree and undertake not to refer to and/or rely upon directly / indirectly the words, correspondence, actions referred to and/or relied upon in the Inquiry Report or subsequent thereto, against each other.
 - ii. The Defendant No. 1 agrees and undertakes not to take any steps against the Plaintiff Nos. 1 and/or 2 for their removal and/or termination of membership of the Plaintiff Nos. 1 and/or 2 or other related establishments viz. Rajdoot Hotel and Hotel Rosewood on the basis of the Inquiry Report and/or any acts, words, correspondence that have transpired prior hereto.
 - iii. The Defendant No. 1 agrees and undertakes that the Plaintiff No. 1's right to contest the elections or be co-opted or be admitted to the Executive Committee of the Defendant No. 1 shall not be curtailed in any manner in the future save and except on account of any disqualification and/or ineligibility that shall occur on the basis of the Articles of Association of the Defendant No. 1 including any and all subsequent amendments thereof that shall be prospectively applicable to all the members of the Defendant No. 1.

Page 1 of 2

- iv. The Plaintiff No. 1 agrees not to contest the elections to the Executive Committee of the Defendant No. 1 for the year 2018. The Plaintiffs have no objection to the elections continuing with the original & existing contestants in the Hotel category. In turn the Defendant No. 1 confirms that the Plaintiff No. 1 is eligible to be co-opted as per the existing Articles of Association of the Defendant No. 1 and that the Defendant No. 1 shall co-opt the Plaintiff No. 1 to the Executive Committee of the Defendant No. 1 for the year 2018-20 to represent the Union Territory of Daman, Diu and Dadra Nagar Haveli at the first Executive Committee meeting of the Defendant No. 1 to be held during Annual General Meeting in September 2019.
3. In view of the aforesaid amicable settlement and simultaneously upon execution of these Consent Terms, the Plaintiffs agree and undertake to unconditionally withdraw the captioned Suit (Lodging) No. 858 of 2019 and Notice of Motion (Lodging) No. 1887 of 2019. A copy of these Consent Terms shall be tendered to the Hon'ble Bombay High Court and shall form a part of the order permitting withdrawal of the captioned Suit and Notice of Motion.
4. No order as to costs.
5. Refund of court fees as per rules.

Dated this 3rd day of August 2019

Vishamber Shewakramani

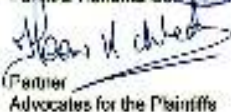


(Plaintiff No.1)

For Ray Resorts & Apartments Limited

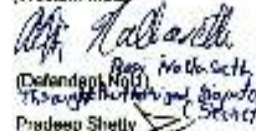


For M/s. Harani & Co.



(Partner
Advocates for the Plaintiffs)

For Hotel and Restaurant Association
(Western India)



Pradeep Shetty

(Defendant No.2)

For M/s. Wadia Ghendy & Co.



(Partner
Advocates for the Defendants)



2. Order in terms of consent terms. All statements accepted as undertakings to this Court. All undertakings given are also accepted.

3. Suit accordingly stands disposed. Refund of court fees if any, in accordance with Rules.

4. Notice of Motion (L) No.1887 of 2019 also stands disposed. Interim orders stand vacated.

5. Mr.Jain for plaintiffs undertakes to remove all office objections and have the suit finally numbered within two weeks from today. Plaintiff no.1 who is present in Court personally undertakes to pay deficit court fees if any. Undertaking accepted.

6. Refund application shall not be entertained unless all office objections are removed.

(K.R.SHRIRAM,J)