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

**NOTICE OF MOTION NO. 2048 OF 2019
IN
ADMIRALTY SUIT NO. 41 OF 2019**

Sunrise Enterprise ... Applicant
(Org. Plaintiff)

In the matter between :

Sunrise Enterprise ... Plaintiff
Versus
M. T. Hansa Prem & Anr. ... Defendants

.....

Mr. Prathamesh Kamat a/w Mr. Zueb S. Cutlerywala, Mr. Pinak Bhagwat and Mr. Farhad Dalal i/b M/s Legasis Partners for Plaintiff.
Mr. Ruchir Goenka i/b Bose and Mitra and Co. for Defendants.

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**CORAM : K. R. SHRIRAM, J.
DATE : 5TH SEPTEMBER, 2019**

P. C. :

1. The parties have amicably settled the matter. This settlement has been recorded in a document dated 29.08.2019. A copy of the same signed by representative of plaintiff and defendants is taken on record and marked "X" for identification.

2. For ease of reference, the same is scanned and reproduced below:-

De. 29.08.2019

To,
Sunrise Enterprises,
34, Nagdevi Cross Road,
Mumbai-400003

Kind Attn:

Re: Admiralty Suit No.48 of 2019 before Bombay High Court
Sunrise Enterprises Vs. Mercator Ltd/Hansa Prem ("Suit")

Sub: Settlement of disputes regarding.

Dear Sirs,

This refers to captioned Suit and our subsequent discussions in relation thereto. We confirm that both the parties to Suit has agreed to amicably settle the dispute which forms the subject matter of captioned proceedings and agree as follows:

1. To file consent terms and/ or to obtain consent order (in such format as may be required) that from out of the amount of Rs. 13,11,366/- deposited by Mercator Ltd. with Hon'ble High Court, Bombay pursuant to the order dated 11.07.2019,-
 - (a) An amount of Rs 9,00,511/- shall be paid to Sunrise Enterprises and
 - (b) Balance amount of Rs. 4,10,855/- shall be refunded to Mercator Ltd.
2. Sunrise Enterprises shall have no claims /demands against Mercator Ltd. in respect of transactions which form the subject matter of the Suit or arising out of arrest of vessel Hansa Prem in the Suit and/ or under the settlement agreement dated 28.02.2019. Settlement agreement shall stand discharged
3. Parties shall instruct their respective lawyers to take such steps as may be necessary to give effect to this understanding recorded in this letter so that captioned proceedings can be discontinued. Each party shall bear its own legal cost.

We request you to confirm above understanding by countersigning and returning one original of this letter.

For Sunrise Enterprises

For **SUNRISE ENTERPRISE**

Authorized Signatory

Partner

Advocates for the Plaintiff
For Legasis Partners
05/09/2019

We confirm above understanding.

Authorized Signatory for Mercator Limited

Advocate for the Defendant
For Bock & M. & Co
05/09/2019

3. The learned counsel for defendants states that, the figures in paragraph nos. 1(a) and 1(b) will undergo slight change as defendants have agreed to pay the poundage also. Figure in paragraph no. 1(a), instead of Rs. 9,00,511/- will be Rs. 9,09,516/- and the figure in para 1(b) will get reduced by Rs. 9,005/-. Figure in para 1(b) therefore will be Rs. 4,01,850/- (Rs.4,10,855/- less 9,005/-)

4. The Registry to release to the plaintiff a sum of Rs.9,09,516/- together with accumulated interest and the balance of amount of Rs. 4,01,850/- together with its proportionate share of interest to be given to defendants. These amounts to be distributed within three weeks from today.

5. The suit accordingly stands disposed. Refund of Court Fees, if any, in accordance with Rules.

6. Interim Applications, if any, stand disposed and all interim orders, if any, also stand vacated.

7. Undertaking of the plaintiff's Advocate to pay poundage of Rs. 9,005/- to Sheriff of Mumbai is accepted. Prothonotary's Office to return plaintiff's share only after he is satisfied that Sheriff's poundage has been paid.

(K. R. SHRIRAM, J.)