

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT No. 298 OF 2014.

Euro Vistaa (India) Ltd. & Anr	..Plaintiffs.
Vs	
Aster Commodities DMCC & Ors	..Defendants.

WITH
CHAMBER SUMMONS No.447 OF 2016.
IN
SUIT 298 OF 2014.

Aster Commodities DMCC	..Applicant.
	Orig.Deft.No.1.

In the matter between :-

Euro Vistaa (India) Ltd. & Anr	..Plaintiffs.
Vs	
Aster Commodities DMCC & Ors	..Defendants.

WITH
NOTICE OF MOTION No. 1216 of 2014
IN
SUIT 298 OF 2014.

Aster Commodities DMCC	..Applicant.
	Orig.Deft.No.1.

In the matter between :-

Euro Vistaa (India)Limited & Anr	..Plaintiffs.
Vs	
Aster Commodities DMCC & Ors	..Defendants.

Mr. Anand Kumar for Plaintiffs.
Mr. Kunal Parekh i/by Thakore Jariwala &

Associates for Defendant No.1.

Mr. Kalpesh Joshi a/with Ms Nisha Shah for Defendant No.2.

Mr. Siddharth Lath, Authorised Signatory of Plaintiff No.1 present.

Mr. Yashwardhan Lath, Director of Plaintiff No.2 present.

Mr. Udit Sureka, Authorised Signatory of Defendant No.1 present.

Mr. Praful Dalvi, Authorised Signatory of Defendant No.2 present.

CORAM : B. P. COLABAWALLA, J.
DATED :- 26TH JULY, 2019.

P.C. :-

1. In the cause title of the plaint, Chamber Summons No. 447 of 2016 and in Notice of Motion No.1216/2014, the name of defendant No.2 be substituted as under :-

“2. Edelweiss Rural & Corporate Service Ltd (Formerly known as Edelweiss Commodities Services Limited) having its registered office at 2nd Floor M.B. Towers Plot No.5 Road No.2 Banjara Hills Hyderabad 500 034”

The amendment to be carried out forthwith. Re-verification is dispensed with.

2. The learned Advocates appearing on behalf of the plaintiffs as well as defendant Nos. 1 and 2 have stated before me that the entire suit is settled and the consent terms have been tendered before me. The consent terms *inter alia* provide that defendant No.1 has agreed to pay plaintiff No.1 a sum of USD 85000 towards full and final settlement of all claims. Once this payment is made by defendant No. 1 to plaintiff No.1, it is provided that defendant No.1 shall be entitled to encash and withdraw the entire amount released by defendant No.1 of USD 3,50,000/- and USD 2,50,000/- including interest thereon. In these consent terms there are also some changes made by hand which have been initialed by all the parties and their respective Advocates. The first change by hand is the name of defendant No.2. The other change is in Paragraph 7 of the consent terms which, after the change, reads thus :-

“The Plaintiffs and defendant Nos.1 and 2 agree that the suit as against the defendant No.3 i.e. the Bank of Maharashtra is dismissed”.

3. The signatory to the aforesaid consent terms (i.e. plaintiffs as well as defendant Nos. 1 and 2) are present before me. They admit their signatures and have stated that these

consent terms have been entered into by them after understanding the contents thereof and of their free volition. The signatures of the plaintiffs as well as defendant Nos.1 and 2 are also identified by their respective Advocates.

4. In these circumstances, the consent terms dated 26th July, 2019 are taken on record and marked Exh. "X" for identification. The above suit is disposed of in terms of these consent terms.

5. Refund of court fees, if any, as per rules.

6. In view of the disposal of the suit, nothing survives in Notice of Motion No. 1216/2014 and Chamber Summons No. 447/2016 and the same are disposed of accordingly.

Radhakishan
S. Ladda
Digitally signed
by Radhakishan
S. Ladda
Date:
2019.07.26
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(B. P. COLABAWALLA, J.)