

Arun

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

CONTEMPT PETITION NO. 74 OF 2017

IN

SUMMARY SUIT NO. 481 OF 2015

Emkay Commotrade Limited ...Petitioner

Versus

Bengani Food Products Pvt Ltd & Ors ...Respondents

WITH

NOTICE OF MOTION NO. 2038 OF 2017

IN

SUMMARY SUIT NO. 481 OF 2015

Emkay Commotrade Limited ...Applicant

In the matter between

Emkay Commotrade Limited ...Plaintiff

Versus

Bengani Food Products Pvt Ltd & Ors ...Defendants

Mr Anoop Sharma, for the Petitioner.

Mr Nikhil Patil, i/b Mr Gajanan Shinde, for Respondents Nos. 1 to 3.

CORAM: G.S. PATEL, J

DATED: 10th January 2019

PC:-

1. The Summary Suit was settled by Consent Terms dated 29th August 2016. The Defendants issued some 47 cheques. The Plaintiff agreed to withdraw and in fact withdrew several proceedings. It is not disputed that except for *the first three cheques*, all the others were dishonoured.
2. Clause 5 of the Consent Terms provided that in the event of default the Plaintiff would be entitled to revive the withdrawn proceedings.
3. Notice of Motion No. 2038 of 2017 seeks precisely this revival.
4. In view of these circumstances, Notice of Motion No. 2038 of 2017 is made absolute in terms of prayer clause (a).
5. Liberty to the Plaintiff to make any further application in any of the revived proceedings.
6. In view of this, it is not necessary to proceed with the Contempt Petition which is dismissed but without any assessment on merits.
7. Notice is discharged.

(G. S. PATEL, J)

Note: This order is modified by an order dated 22nd January 2019 passed on a praecipe for speaking to the minutes. Corrections are shown in bold and italics.