

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

SUIT NO. 1057 OF 1997

Usha D. Shah .. Plaintiff
Vs.
1. Utility Premises Pvt. Ltd.
& Ors. .. Defendants

Mr. Ravi Gandhi i/b. Kanga & Co. for Plaintiff.

Ms. Vidya Mistry for defendant No. 1.

Mr. Vikas Tiwari i/b Mr.Chetan C. Agrawal a/w. Ms.Jyoti S. Agrawal for defendant No.2.

Mr.Milan D.Shah-Constituted attorney of plaintiff present.

Mr. Aamir Jamal-defendant No.2 present.

CORAM : N.J. JAMADAR, J.

DATE : 30th JANUARY 2020

P.C.

1. Heard the learned counsels for the parties.
2. The learned counsel for the plaintiff has submitted the Schedule of amendment so as to incorporate the changed name of defendant No.2.
3. Leave to amend as per the Schedule of amendment. Amendment be carried out forthwith.

Re-verification dispensed with.

4. The learned counsel for the plaintiff and defendant No.2 submit that in view of the settlement arrived at between the parties in Suit No. 1032 of 1997, the plaintiffs do not want to prosecute the suit and intend to withdraw the same.
5. The plaintiff and defendant No.2 have also executed the consent

terms.

6. The consent terms executed between plaintiff and defendant No.2 are tendered before the Court.

7. The consent terms are executed by Mr. Milan D. Shah, in the capacity of the constituted attorney of plaintiff-Usha Shah, his mother. The consent terms are executed by Mr.Aamir Jamal, the authorized representative of defendant No.2-Company, who has been authorized by a resolution, a copy of which is annexed to the consent terms at Exh.'D' (page 50) in Suit No. 1032 of 1997.

8. The constituted attorney of the plaintiff-Mr. Milan D. Shah and Mr.Aamir Jamal, the authorized representative of defendant No.2 are present before the Court. They admit the contents of the consent terms and their signatures. They are identified by their respective counsels. The consent terms are taken on record and marked 'X'.

9. The undertakings given by the parties in the consent terms are accepted as undertakings to this Court.

10. In view of the consent terms, the suit stands disposed of as withdrawn.

11. The amount deposited by the plaintiff in the Court pursuant to the order dated 21st April 2007, passed in Notice of Motion No.2746 of 2005 passed by this Court be refunded to the plaintiff in accordance with the

assertions in paragraph nos.5 and 6 of the consent terms.

12. The plaintiff is entitled to refund of court fees, if any, as per rules.

[N.J. JAMADAR, J.]