

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

**SUMMONS FOR JUDGMENT (LODG.) NO.53 OF 2019
IN
COMMERCIAL SUMMARY SUIT NO. 702 OF 2019**

Vinod Madanlal Talwar .. Plaintiff
Vs.
Samarth Erectors & Developers
& Ors. .. Defendants

Mr.Mohammed Zain Khan for plaintiff.

Ms. Leena Sapra for defendants.

Mr.Vinod Talwar, plaintiff present.

Mr.Shailesh Vaman Adhyaru-defendant No.4 present.

CORAM : N.J. JAMADAR, J.

DATE : 10th JANUARY 2020

P.C.

1. The learned counsels for the plaintiff and defendant No.4 make a joint statement that the dispute between the parties has been amicably resolved and the parties have arrived at consent terms.
2. The consent terms are tendered before the Court.
3. The plaintiff and defendant No.4, who claims to be the Partner of defendant No.1-Partnership Firm, are present before the Court.
4. The plaintiff and defendant No.4 state that the consent terms

have been arrived at by the free will of the parties. They admit the contents of the consent terms and their signatures thereon. The consent terms are also signed by defendant Nos.2, 3 and 5. The defendant No.4 has signed the consent terms on behalf of defendant No.1-Partnership Firm as well. The parties are identified by their respective counsels.

5. The consent terms are taken on record and marked 'X'.

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

6. In view of above, the suit stands decreed in accordance with the consent terms. The consent terms shall form part and parcel of the decree.

The plaintiff is entitled to refund of court fees, if any, in accordance with the rules.

7. In view of the disposal of the suit, the summons for judgment (Lodg.) No. 53 of 2019 also stands disposed of.

[N.J. JAMADAR, J.]