

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

APPEAL (L) NO. 540 OF 2019
IN
COMPANY APPLICATION NO. 215 OF 2019
IN
COMPANY PETITION NO. 374 OF 2011
WITH
INTERIM APPLICATION NO. 01 OF 2019

Colour Roof (India) Ltd.

..... Appellant
(Ori. Applicant)

V/s

Salchi Metalcoat S.R.l.

..... Respondent
(Ori. Petitioner)

Mr. Chetan Kapadia a/w Raj Patil i/b Consulta Juris for the Appellant.

Mr. Shaunak Thacker a/w Sunilkumar Neelambaran i/b Mulla and Mulla & Craigie Blunt & Caroe for the Respondent original Petitioner.

**CORAM: K.K.TATED, &
SARANG V. KOTWAL JJ.
DATE : 26th FEBRUARY 2020**

P.C.

1 Heard learned Counsel for the parties.

2 Both the Counsel submit that matter is settled out of the Court. They tendered Consent Terms dated 26.02.2020 duly signed by the respective parties and their Advocate on record. Same is taken on record and marked "X" for identification. Same is accepted. Consent Terms, reads thus:

“CONSENT TERMS

1. *By consent of parties the Appellant agrees and undertakes to pay to the Respondent (i) the outstanding principal shortfall amount of Euros 31,174.61 and (ii) the legal costs of Euro 3,825.39 aggregating to **Euro 35,000/-** (Euro thirty five thousand only) on the following terms and conditions:*
 - (a) *The Appellant hand over the Demand Draft No.072576 dated 25th February, 2020 in the sum of INR 27,30,000/- (Indian Rupees Twenty Seven Lakhs Thirty Thousand only) i.e. equivalent to Euro 35,000/- at the Reserve Bank of India's closing exchange rate of 24th February 2020 to the Respondent's Solicitors "Mulla & Mulla & Craigie Blunt & Caroe" on 26th February 2020, to enable the Respondent's Solicitors to remit the payment to the Respondent (Copy of the said Demand Draft is enclosed as **Annexure -1**).*
 - (b) *The Appellant also hand over a letter from its issuing bank stating that the said Demand Draft shall be honoured to the extent of the amount mentioned upon its presentation (Copy of the said letter is enclosed as **Annexure - 2**).*

- (c) *The said Euro 35,000/- also includes the expenses/ commission to be charged by the Authorised Bank while remitting the said amount to the Respondent by its Solicitors.*
- 2. *Upon the encashment of the said Demand Draft in the sum of INR 27,30,000/- (Indian Rupees Twenty Seven Lakhs Thirty Thousand only) the Respondent's money decree dated 27th January, 2012 will be marked as fully satisfied.*
- 3. *After satisfaction of the said money decree, the Appellant and the Respondent herein shall undertake to:*
 - (a) *withdraw the Special Darkhast No. 17 of 2013 filed by the Respondent and the Review Application or any other applications filed by the Appellant before the Hon'ble Civil Judge (Senior Division) at Panvel and the attachment order dated 1st December 2014 also shall stand dismissed/vacated;*
 - (b) *withdraw the Appeal No. 254 of 2012 and all other interim/ad-interim applications filed by the Appellant before this Hon'ble Court; and*
 - (c) *withdraw all proceedings filed against each other, which are*

pending in any jurisdiction either in India or other jurisdictions.

4. *While signing this Consent Terms, the Appellant and the Respondent confirm that all disputes and claims against each other in relation to the transactions involved in Company Petition No. 374 of 2011 and the Summary Suit No. 3090 of 2010 filed before the Hon'ble Bombay High Court are settled as provided herein.*
5. *Undertaking accepted by the Hon'ble Court.*
6. *The Appellant and the Respondent herein agree that a Consent Decree be passed on the above terms.*
7. *By consent of the Appellant and the Respondent, the present Appeal (L) No. 540 of 2019 and the Interim Application No. 1 of 2019 to stand disposed of accordingly."*

3 Appeal as well as interim application No. 1 of 2019 stand disposed of in terms of Consent Terms.

(SARANG V. KOTWAL, J.)

(K.K.TATED, J.)