

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO.1101 of 2019.

M/s. CMS Investments & Trading Co.
& Ors. ..Appellants.

v/s.

M/s. Interlink Insurance &
Reinsurance Brokers Pvt. Ltd.. ..Respondents

Mr. Gaurav Ingle i/b. I.V.Merchant & Co. for the Appellant.
Mr. Kalpesh Nansi for the Respondent.

CORAM : ANUJA PRABHUDESSAI, J.
DATED : JUNE 30, 2021.

P.C.

1. Learned Counsel for the Appellant as well as Respondent state that the parties have settled the matter amicably. They have placed on record the consent terms which are signed by the respective parties. Said consent terms read thus:

“1. Agreed declared and confirmed that the disputes and differences between the parties in the above matter have been amicably resolved and settled on the terms as set out hereunder.

2. The parties hereto are filing the present consent

terms with a view to record the settlement arrived at in the above matter in the following manner:-

a) Agreed declared and confirmed that upon payment of the entire decreetal amount of Rs.30,00,623/- (Rupees Thirty Lakh Six Hundred Twenty Three Only) including interest @ 6% pa.a. (hereinafter referred to as “the said Decreeetal Amount”) being paid by the Appellants to the Respondent herein by Demand Draft bearing No.834725 dated 5th April, 2021 drawn on SBI Bank, Nariman Point Branch drawn in favour of the Respondent, the Judgment and Decree dated 13th October, 2016 passed by the Hon’ble City Civil Court at Bombay in Suit NO.3559 of 2008 shall stand marked as fully satisfied and the Respondent acknowledges the receipt of the aforesaid payment towards full and final payment towards the said Decreeetal amount at the foot of the consent terms.

3. In view of the payment being made of the said decreetal amount as stated in Clause 2 hereinabove, the Respondent undertakes to unconditionally withdraw the Execution Application No.527 of 2018 filed and pending before the Hon’ble City Civil Court at Bombay within 30 days from the date of receiving the certified copy of the Consent Terms and order passed by this Hon’ble Court. The Respondent agree and

confirms that upon receipt of payment the Warrant of Attachment 12th March, 2021 shall stands canceled without any further reference to the Hon'ble Court. The Respondent agree and undertake to inform the office of the Sheritt of Mumbai about the raising of attachment as per consent Terms and further agree and undertake not to take any steps with respect to or in furtherance of the Warrant of Attachment 12th March, 2021 issued in Execution Application NO.527 of 2018 filed and pending in the Hon'b;e City Civil Court at Bombay.

4. Both the parties state that upon payment of the amounts mentioned above in Clause 2 hereinabove, neither parties shall have any claim of any nature pertaining to the Judgment and Decree dated 13th October, 2016, now nor in future, whatsoever against each other and all pending disputes between the parties in respect of the Judgment and Decree dated 13th October, 2016 passed in Suit No. 3559 of 2008, by virtue of the present Consent Terms shall stand restored.

5. Mr. Keyur H. Parekh, Authorized Representative/ Director of the Respondent has sign, seal and verify the present Consent Terms on behalf of the Respondent accepting these Consent Terms and receipt of the

Demand Draft in full and final settlement of the said decreetal amount and that the Decree dated 13th October, 2016 passed by the Hon'ble City Civil Court, Bombay shall stand fully satisfied. The Copy of the Board Resolution is annexed and marked Annexure A hereto.

6. *Parties to bear their own costs."*

2. The Appellant Nos.2(a), 2(b) and 4 and Mr. Keyur H. Parekh, Director of the Respondent Company present. The aforesaid parties state that they have settled the dispute as per the consent terms, which are agreeable to them. They further state that Sheriff Charges, if any, shall be equally borne by the respective parties. The consent terms are taken on record and marked "X" for identification.

3. Appeal stands disposed of as per the consent terms. Court fee as permissible under the Rules be refunded.

(ANUJA PRABHUDESSAI, J.)