

Santosh

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

**SUIT NO. 390 OF 2017
WITH
NOTICE OF MOTION NO. 1200 OF 2017**

Prakash Gobindram Kewalramani ...Plaintiff
Versus
Suresh Gobindram Kewalramani ...Defendant

Mr. P. J. Thorat, for the Plaintiff.
Mr. R. D. Tiwari, for the Defendant.

**SANTOSH
SUBHASH
KULKARNI**

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**CORAM: N. J. JAMADAR, J.
DATED : 9th DECEMBER, 2021**

PC:-

1. Heard the learned Counsels for the parties.
2. The learned Counsels for the parties make a joint statement that the plaintiff and defendant, who are the real brothers, have amicably resolved the dispute and executed Consent Terms.
3. Consent Terms are tendered.
4. The plaintiff Mr. Prakash Kewalramani and the defendant Mr. Suresh Kewalramani, are present before the court. They admit the contents of the Consent Terms and execution thereof. They submit that they have voluntarily executed Consent Terms

and there is no coercion or duress. The plaintiff and defendant are identified by their respective Counsels.

5. The Consent Terms are taken on record and marked 'X'.

6. Upon being specifically inquired, the plaintiff and defendant both admit that they are agreeable to the resolution of the dispute in accordance with the Consent Terms. It seems that the plaintiff and defendant have decided to resolve all the issues and a comprehensive settlement has been arrived at between the parties.

7. In view of the aforesaid submissions and statements made before the Court and the Consent Terms, the suit stands decreed in accordance with the Consent Terms 'X'.

8. Consent Terms 'X' shall form part and parcel of the decree.

9. The undertakings given in the Consent Terms 'X' are accepted as undertakings to the Court.

10. The plaintiff is entitled to refund of Court fees in accordance with the Rules.

11. In view of disposal of the suit, the Notice of Motion No. 1200 of 2017 does not survive and accordingly stands disposed of.

[N. J. JAMADAR, J.]