

Ajay

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

COMMERCIAL SUIT NO.43 OF 2014
WITH
COUNTER CLAIM NO.31 OF 2017
WITH
COUNTER CLAIM NO.9 OF 2019
IN
COMMERCIAL SUIT NO.43 OF 2014

Jagdish Maneklal Parekh

.. Plaintiff

Versus

Rajashree Kamlesh Gandhi and Ors.

.. Defendants

.....
Ms. Esha Malik a/w. Mr. Manish Doshi i/by Vimadalal and Co.
for Plaintiff.

Mr. Nishant Sasidharan a/w. Mr. Kalpesh Mehta & Ms. Mansi
Shah i/by M/s. Pravin Mehta and Mithi & Co. for Defendant
Nos.1 to 5C.

.....
CORAM : MILIND N. JADHAV, J.
DATE : MAY 20 2021.
(Through Video Conferencing)

P.C.:

. Heard Ms. Esha Malik, learned counsel appearing
for the Plaintiff and Mr. Nishant Sasidharan, learned counsel
appearing for Defendant Nos.1 to 5C.

2. Parties have tendered consent terms. Consent
terms have been executed on 26.02.2021 and have several
clauses relating to exchange of payments between the
parties which are specifically clarified in annexure I, J and K of
the consent terms.

3. Learned counsel appearing for the respective parties have jointly submitted that today all payments which are stated in annexure I, J and K of the consent terms have been received by the respective parties.

4. In view of the above, the consent terms are taken on record and marked as Exhibit "X" for identification in the suit.

5. The suit stands decreed in terms of the consent terms dated 26.02.2021. However, there shall be no order as to costs.

6. In view of the disposal of the suit, Counter Claim No.31 of 2017 and Counter Claim No.9 of 2019 stands disposed of. Interim Applications, if any, also stand disposed of.

7. Refund of Court fees, if any, is granted as per rule.

[MILIND N. JADHAV, J.]