

R.M. AMBERKAR
(Private Secretary)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ADMIRALTY & VICE ADMIRALTY JURISDICTION

ADMIRALTY SUIT NO. 8 OF 2016

Gujarat Maritime Board

.. Plaintiff

Versus

M.V. MEEM & Anr.

.. Defendants

-
- Ms. Priyanka Patel for the Plaintiff
 - Ms. Kavisha Shah i/by India Law Alliance for the Defendants
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CORAM : MILIND N. JADHAV, J.

DATE : MAY 18, 2021.
(Through Video Conferencing)

P.C.:

Heard Ms. Priyanka Patel, learned counsel appearing for the Plaintiff and Ms. Kavisha Shah, learned counsel appearing for the Defendants.

2. Both the learned counsel have jointly submitted that the parties have settled the matter amicably and desire to file consent terms. The consent terms dated 22.04.2021 are signed by both the learned Advocates as well as authorized signatories of Plaintiff and Defendants. It is submitted that the signatories on behalf of the Plaintiff and Defendant Nos. 1 and 2 are not in Mumbai and have signed the Consent terms and forwarded the scanned copy of the same to their respective Advocates. Both the learned Advocates on instructions received from their attorneys have identified the

names and signatures of their clients and state that they are true and correct. The statement made by the Advocates appearing for the parties is accepted. The consent terms are taken on record and marked “X” for identification. The consent terms shall form part of this order.

3. In view of the consent terms filed between the parties, the present suit stands disposed of.

4. This Court has not expressed any opinion in respect of the disbursement of the balance amount to be paid to the Advocate for the Defendants as stated in paragraph No. 7 as no details of the same have been stated in the consent terms. However, in so far as the contents of paragraph No. 6 are concerned, the same shall be complied with by the Prothonotary and Senior Master of this Court as agreed to between the parties at the earliest and in any event before three weeks from today. Permission to break the Fixed Deposit, if any, in respect of the amounts stated in paragraph Nos. 6 & 7 is granted.

5. Refund of Court fees, if any, as per the rules.

[MILIND N. JADHAV, J.]