

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

NOTICE OF MOTION NO.2408 OF 2008  
IN  
SUIT NO.2077 OF 2008

Reliance Industries Limited ...Plaintiff  
vs.  
Anil Kumar Poddar and Another ...Defendants

Mr. M. D'Souza a/w. Kshitij M. and Mr. Gaurav Thakur i/b.  
Junnarkar & Associates, for the Plaintiff.  
Mr. Anilkumar Poddar, the Defendant No. 1 present.

CORAM : N. J. JAMADAR, J.  
DATE : DECEMBER 22, 2022

P.C.:

1. Heard the learned counsel for the plaintiff.
2. The learned counsel submits that the plaintiff and defendant No. 1 have arrived at an amicable resolution of the dispute and consent terms have been executed. The learned counsel seeks leave to tender the consent terms.
3. Mr. Sangam Sahasrabudhe, the authorized representative of the plaintiff, and Mr. Anil Poddar, defendant No. 1, are present.
4. Mr. Anil Poddar who appears in person admits the contents of the consent terms and execution thereof. Self-attested copies establishing the identity of the defendant No. 1 are annexed to the consent terms.
5. It appears that the consent terms have been executed voluntarily and there is no coercion or duress. Hence, the consent

terms are taken on record and marked "X". The consent terms read as under:-

1] The defendant No. 1 accepts that the publication of articles, which are the subject matter of the present suit, in various issues of the newspaper, "Hamara Kaam", was due to his misunderstanding about the working of the plaintiff, its directors and its group companies, and that he ignorantly committed mistake's in publishing the said articles.

2] Defendant No. 1 confirms that the consent of the said articles, which are the subject matter of the present suit, are incorrect.

3] The defendant No. 1 unconditionally undertakes not to publish or cause to be published the said articles, or similar articles, in the future.

4] In view of the aforesaid, the plaintiff do not press the suit claim.

5] The suit is accordingly disposed of in terms of

these consent terms.

6] There will be no order as to costs.

6. In view of the above, the suit stands disposed in accordance with the consent terms (X).

7. The plaintiff is entitled to refund of the Court fees in accordance with rules.

8. In view of the disposal of the suit, the Notice of Motion stands disposed.

**(N. J. JAMADAR, J.)**