

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
[COMMERCIAL DIVISION]

COMMERCIAL SUMMARY SUIT NO.37 OF 2021

ALONG WITH

SUMMONS FOR JUDGMENT NO.58 OF 2021

Aegis Logistics Ltd.

.. Plaintiff–Applicant

Vs.

Shreeji Liquid Storage Terminal Pvt. Ltd.

.. Defendant

Mr. Areez Gazdar, with Mr. N. Kotwal, i/by Veritas Legal, for the Plaintiff–Applicant.

Mr. Ranbir Singh, with Mr. Vishal Dushing and Mr. Vaibhav Salvi, for the Defendant.

CORAM : A. K. MENON, J.

DATE : 16TH FEBRUARY, 2022.

P.C. :

1. Called for filing consent terms.
2. Learned counsel for the parties tender consent terms, which are stated to be signed by the plaintiff and the defendant. Both the signatories are said to be directors of the parties. Signatories to the consent terms have been identified by the respective Advocates.
3. In view thereof, the parties having arrived at a settlement, as recorded in the consent terms, they seek to place consent terms on record, however they do not seek a decree in terms thereof. As far as the claim in the suit is

concerned, it is submitted that in view of the settlement, the suit is not being prosecuted. The learned counsel for the plaintiff seeks to withdraw the suit.

Accordingly, I pass the following order :-

- (i) Consent Terms, signed by the directors of the plaintiff and the defendant and identified by learned counsel for the respective parties, are taken on record and marked "X" for identification.
- (ii) It is made clear that the court has not examined the nature of the settlement of the respective claims and no order is being passed thereon.
- (iii) Suit is allowed to be withdrawn.
- (iv) In view of disposal of the Suit, Summons for Judgment does not survive and the same is also disposed as infructuous.
- (v) Refund of court fees, if any, as per rules.

(A.K. MENON, J.)