

Santosh

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

COMM SUMMARY SUIT NO. 533 OF 2019

M/s. Hermitage Consultancy Services ...Plaintiff

Versus

M/s. Siddhi Krish Developers & ors. ...Defendants

SANTOSH
SUBHASH
KULKARNI

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SANTOSH SUBHASH
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Date: 2022.04.13
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Mr. Abhishek Adke, for the Plaintiff.
Mr. Deepesh Vernekar, for Defendant no.4.

CORAM: N. J. JAMADAR, J.

DATED : 6th APRIL, 2022

PC:-

1. Heard the learned Counsels for the parties.
2. Leave to delete defendant nos.3 and 4 from the array of the defendants.

Leave granted. Necessary amendment be carried out forthwith.

3. The learned Counsel for the parties submit that the plaintiff and defendant nos.1 and 2 have amicably resolved the dispute and Consent Terms have been executed.
4. The Counsels have tendered the Consent Terms.

5. Mr. Sanjiv Mody, Director and authorised representative of the plaintiff and Mr. Kunal Gala – defendant no.2 and partner of M/s. Siddhi Krish Developers - defendant no.1, are present before the Court. They admit the contents of the Consent Terms and execution thereof. Mr. Kunal Gala – defendant no.2, upon being specifically inquired, submits that the defendants are agreeable to the Consent Terms. The Consent Terms have been executed voluntarily and there is no coercion or duress.

6. I am satisfied that the Consent Terms are executed by the parties out of their own volition and they do not appear to be contrary to law. Hence, the Consent Terms are taken on record and marked “X”.

7. The suit stands decreed as against defendant nos.1 and 2 in accordance with the Consent Terms (“X”).

8. The undertakings given in the Consent Terms (“X”) are accepted as the undertakings to the Court.

9. The plaintiff is entitled to refund of the Court-fee, if any, in accordance with the Rule.

10. Drawn up decree dispensed with.

[N. J. JAMADAR, J.]