

Sayali Upasani

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

COMMERCIAL SUMMARY SUIT NO.13 OF 2022

Miss. Mansi Hitesh Gutka ...Plaintiff
(after marriage – Mrs. Mansi Harsh Shah
through POA holder Hitesh C. Gutka)

Versus

M/s. Tridev Construction Co. & Anr. ...Defendants

Mr. Sanjay T. Manek, for Plaintiff
Ms. Deepika M. Bafna, for Defendants

CORAM: N. J. JAMADAR, J.

DATED : 17th August, 2022

ORDER:-

1. Heard the learned Counsels for the parties.
2. The learned Counsels make a joint statement that the parties have amicably resolved the dispute and Consent Terms have been executed. The learned Counsels have tendered the Consent Terms.
3. Consent Terms are taken on record and marked “X”.
4. The constituted attorney of the plaintiff Mr. Hitesh C. Gutka and the constituted attorney of the defendant Mr. Mihir Gosar, are present before the Court. They admit the contents of the Consent Terms (“X”) and their signatures thereon. They are

identified by their respective Advocates.

5. Upon being inquired, Mr. Hitesh C. Gutka, the constituted attorney of the plaintiff, submits that the plaintiff is aggriable to receive the principal amount of Rs.70,00,000/- in 27 installments stipulated in paragraph No.3 of the Consent Terms ("X"). The constituted attorney of the defendant also states that the defendant admits the contents of the Consent Terms ("X").

6. In view of the above, it seems that the parties have amicably resolved the dispute and there is no coercion or duress.

7. Thus, the suit stands decreed 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. Decree be drawn up in accordance with the Consent Terms ("X").

10. The plaintiff is entitled to refund of Court fees in accordance with Rules

[N. J. JAMADAR, J.]