

SA Pathan

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**INTERIM APPLICATION NO. 2891 OF 2022
IN
FIRST APPEAL (ST) NO.16422 OF 2021**

Dhairap J Shah Proprietor of M/s Hari Applicant/
Collection, Mumbai ... Appellant
V/s.
M/s. Indian Fabric Company Thr.
Its Partner Mukesh Maganlal Doshi ... Respondents

**WITH
INTERIM APPLICATION NO. 2906 OF 2022
WITH
INTERIM APPLICATION NO. 2908 OF 2022
WITH
FIRST APPEAL (ST) NO.16419 OF 2021**

Dhairap J Shah Proprietor of M/s Hari
Collection, Mumbai ... Applicant
V/s.
M/s. Neela (Export Agency) Thr.
Its Partner Mukesh Magana Rishi,
Mumbai ... Respondent

**WITH
INTERIM APPLICATION NO. 2892 OF 2022**

Dhairap J Shah Proprietor of M/s Hari
Collection, Mumbai ... Applicant
V/s.
M/s. Indian Fabric Company Thr.
Its Partner Mukesh Maganlal Doshi ... Respondent

Mr. Ashish Dubey @ Rahul Tripathi for the Applicant.
Mr. Ajay Dubey i/by Bhupendra for the Respondent.

CORAM : AMIT BORKAR, J.

DATED : FEBRUARY 21, 2023

P.C.:

INTERIM APPLICATION NO.2891 OF 2022

1. Parties have settled their disputes. Hence, delay in filing the Appeal is condoned.

INTERIM APPLICATION NO.2906 OF 2022

2. Parties have settled their disputes. Hence, delay in filing the Appeal is condoned.

FIRST APPEAL (ST) NO.16422 OF 2021

3. The Appeal arises out of suit for recovery of amount. The parties have settled their disputes. The Defendant has undertaken to pay amount as specified in clause (6) of the consent terms. The Appeal stand disposed of as per consent terms.

4. Undertakings in the consent terms are accepted.

5. Decree stands modified according to the consent terms.

6. Consent terms are marked 'X' and 'Y' for identification.

7. Both Appeals stand disposed of.

8. Civil Applications do not survive. Parties who have signed the consent terms are present in the Court.

9. Court fees is permissible as per rules, be refunded.

(AMIT BORKAR, J.)