

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

COMMERCIAL SUIT NO. 359 OF 2016

M/S Oshiwara Land Development
Company Pvt.Ltd And Anr.

...Plaintiffs

vs.

M/S Crystal Center And 3 Ors.

...Defendants

Mr. Yogesh A. Gaikwad a/w Mr. Ayaz Bilawala i/by M/s. Bilawala and Co.
- Advocate for the Plaintiffs

Ms. Shimoni Parikh – Constituted Attorney of Plaintiff No. 2 – present
Mr. Parth Jasani i/by M/s Purnanand and Co. - Advocate for Defendant
Nos. 1 to 3.

Mr. Pritesh Patel – Advocate for Defendant No. 4.

Mr. Kaushal Mukesh Doshi – Partner of Defendant No. 1 and constituted
attorney of Defendant No. 2 - present

CORAM : S. M. MODAK, J.

DATE : 31st AUGUST, 2023

P. C. :-

1. Heard learned Advocate for the Plaintiffs and learned
Advocate for all the Defendants.

2. All of them have entered into consent terms and they
have signed it. They are identified by their respective Advocates. It is
executed in following manner:--

a. Plaintiff No. 1 is Company and Plaintiff No. 2 is a Director.

Plaintiff No. 2 has signed for himself and on behalf of the

Company. His authorized constituted attorney is present. Its copy is tendered and taken on record.

- b. Defendant No. 1 is partnership firm and Mr. Kaushal Mukesh Doshi, partner of Defendant No. 1 is present.
 - c. Defendant Nos. 2 and 3 have signed. Defendant No. 2 is not present but defendant No. 3 is constituted attorney of defendant no. 2 and he is present. Liberty to file copy of the power of attorney given by defendant no. 2 is granted.
 - d. Defendant No. 4 is Company. Its authorized representative is present. Copy of the Resolution is tendered and marked as 'Annexure-X'.
3. In view of those consent terms, suit is disposed of.
4. Court fees be refunded as per Rules.

[S. M. MODAK, J.]