

Sayali Upasani

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ADMIRALTY AND VICE ADMIRALTY JURISDICTION**

ADMIRALTY SUIT NO. 75 OF 1997

Mahindra Accelo Ltd ...Plaintiff
Vs.
M.V. "Reef Unguja" & Ors ...Defendants

WITH

COUNTER CLAIM (L) NO.1849 OF 2000

M.V. "Reef Unguja" & Ors ...Plaintiffs
Vs.
Mahindra Accelo Ltd & Ors ...Defendants

Mr. Sunip Sen with Mr. Zubin Moriss and Priyanka Patil i/b Little and Co., for Plaintiff in ADMS/75/1997 and for Defendant in CCL/1849/2000.
Mrs. N.D. Motiwalla with Ms. Sneha Pandey, Mr. Deepak N. Motiwalla, for Defendant Nos. 1, 3, 4 and 6 and for Plaintiff in CCL/1849/2000.

CORAM: N. J. JAMADAR, J.
DATED : 10th JANUARY, 2023

PC:-

1. Heard the learned Counsel for the parties.
2. The learned Counsel for the plaintiff in Admiralty Suit No.75 of 1997 submits that the name of the plaintiff Mahindra Intertrade Ltd., has since been changed to Mahindra Accelo Ltd., and a certificate of incorporation pursuant to change of name has been issued on 5th January, 2023.

3. Certified true copies of the certificate of incorporation and a Board Resolution are tendered for the perusal of the Court.
4. The learned Counsel for the plaintiff seeks leave to tender draft amendment.

Leave granted.

5. Draft amendment is taken on record and marked "X".
6. The plaintiff in Admiralty Suit No.75 of 1997, is permitted to amend the plaint to incorporate the change in name. Likewise the plaintiffs in Counter Claim No1849 of 2000, are permitted to amend the counter Claim so as to change the name of defendant No. 1. to the Counter Claim.
7. Leave to amend the consent terms so as to correct the name of the plaintiff in Admiralty Suit No. 75 of 1997 and defendant No. 1 in Counter Claim No. 1849 of 2000.
8. Necessary amendment in accordance with the draft amendment (X), handed in, be carried out forthwith.
9. Re-verification dispensed with.
10. The learned Counsel for the plaintiff in Admiralty Suit No. 75 of 1997 submits that the defendant No. 2 was a mere trade name and the defendant No. 5 has become insolvent.

11. The learned Counsel for the plaintiff seeks leave to withdraw the suit as against defendant No. 2 and 5. The Suit stands disposed as withdrawn qua defendant No. 2 and 5.
12. The learned Counsel for the parties further submit that the parties have amicably resolved the dispute and executed the consent terms.
13. The learned Counsel seeks leave to tender the consent terms.

Leave granted.

14. The consent terms are taken on record.
15. Mr.Saroj Khuntia, the Chief Financial Officer of the plaintiff- Mahindra Accelo Ltd., and Mr. Rafat Ali Khan, the Constituted Attorney of defendant Nos.1, 3 and 4, and Director of defendant No. 6, in the Admiralty Suit No. 75 of 1997, and plaintiff Nos. 1 and 2 to Counter Claim (L) No. 1849 of 2000, are present before the Court.
16. Mr. Khuntia and Mr. Khan admit the execution of the consent terms and the contents thereof. Upon being inquired, they specifically submit that they have perused the consent terms and agree to abide by them.
17. It appears that the consent terms are executed voluntarily and there is no coercion or duress. The parties to the consent terms seem to have arrived at a comprehensive settlement of the dispute. Hence, the consent terms are taken on record and marked "X1".

18. The Admiralty Suit No.75 of 1997 and Counter Claim (L) No.1849 of 2000, stand disposed in accordance with the consent terms “X1”.
19. The plaintiff in Admiralty Suit No. 75 of 1997 and the plaintiffs to Counter Claim (L) No. 1849 of 2000, are entitled to refund of Court fees in accordance with rules.

[N. J. JAMADAR, J.]