

Sharayu Khot.

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

COMMERCIAL SUIT NO. 211 OF 2021

WITH

INTERIM APPLICATION (L) NO. 31599 OF 2022

WITH

LEAVE PETITION (L) NO. 13323 OF 2021

WITH

INTERIM APPLICATION (L) NO. 13322 OF 2021

WITH

INTERIM APPLICATION (L) NO. 24976 OF 2022

ECL Finance Ltd. & Ors.

...Plaintiffs

Versus

Reliance Project Ventures and Management
Pvt.Ltd. & Anr.

...Defendants

Mr. Sunil Tilokchandani, Nipa Ghosh i/by Manilal Kher Ambalal &
Co. for the Plaintiffs.

Mantul Bajpai a/w Vikrant Nalavade i/by Crawford Bayley and Co.
for the Defendant No. 1.

Mr. Bhavesh Thakur for the Defendant No. 2.

CORAM : R.I. CHAGLA J

DATE : 6 January 2023

ORDER :

1. The parties have settled their disputes. Consent Terms

dated 6th January 2023 are tendered. The Consent Terms are taken on record and marked 'X' for identification with today's date. These are signed by the Plaintiff and the Defendants as well as by their respective Advocates. Signatories to the Consent Terms are present in Court.

2. Appended to the Consent Terms are the respective Resolutions in the meeting of the operation committee of the respective Plaintiffs authorising signatories to the Consent Terms to execute the Consent Terms. The Resolution passed in the meeting of the Board of Directors of the Defendant No. 1 held on 30th December 2022 authorising the signatory to the Consent Terms to execute the Consent Terms is also appended to the Consent Terms. Likewise, the Resolution passed in the meeting of Board of Directors of the Defendant No. 2 Company authorising the signatory to the Consent Terms to execute the Consent Terms is also appended to the Consent Terms.

3. Learned Counsel appearing for the Defendant No. 2 seeks leave to file Vakalatnama in the Registry. Leave is granted to file Vakalatnama forthwith in the Registry.

4. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

5. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

6. The Suit is disposed of and decreed in accordance with the Consent Terms.

7. All pending Applications do not survive and accordingly, disposed of.

8. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.

9. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

10. The Registry is to ensure that the hard copy of the

signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

11. Court fees are to be refunded in accordance with the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso to that Section, today's date is the date of making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for a refund of Court Fees computed according to the Rules. He will act on production of an authenticated copy of this order without requiring a separate application.

[R.I. CHAGLA J.]