

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

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Date: 2023.02.08
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**SUIT NO.1439 OF 2019
WITH
NOTICE OF MOTION NO.2593 OF 2019**

Seema Sanjeev Agarwal

...Plaintiff

vs.

Sarita Suresh Jain

...Defendant

Mr. Mahesh Londhe a/w. Mr. Darshan Ashar i/b. Sanjay Udeshi & Co., for the Plaintiff.

Mr. Vaibhav Charalwar a/w. Mr. Amol Bavare and Mr. Krishnan Iyer i/b. Pragnya Legal, for Defendant.

CORAM : N. J. JAMADAR, J.

DATE : FEBRUARY 07, 2023

P.C.:

1. Heard the learned counsel for the parties.
2. The learned counsel submit that the plaintiff and defendant have amicably resolved the dispute and consent terms have been executed. The learned counsel seek leave to tender the consent terms.
3. Leave granted.
4. The plaintiff is present before the Court. Smt. Sarita Jain, defendant appeared before the Court through video conferencing. The plaintiff and defendant admit the contents of the consent terms and execution thereof. Upon being inquired the executants submit that they have voluntarily executed the consent terms and they

would abide by the terms thereof. The parties are identified by their respective advocates.

5. It seems that the parties have worked out a comprehensive settlement of the dispute. The consent terms are executed on their own volition and there is no coercion or duress. Hence, the consent terms are taken on record and marked "X".

6. Suit stands decreed in accordance with the consent terms, 'X'.

7. The consent terms, 'X' shall form part and parcel of the decree.

8. The plaintiff is entitled to refund of Court fees in accordance with the rules.

9. In view of the disposal of the suit, pending application(s) stands disposed.

(N. J. JAMADAR, J.)