

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

INTERIM APPLICATION NO. 4231 OF 2022

IN

SUIT NO. 297 OF 2022

Idris Yusufali Sarawala and Anr.

...Applicants
(Original Plaintiffs)

In the matter between

Idris Yusufali Sarawala and Anr.

...Plaintiffs

vs.

Meridian Construction Pvt. Ltd.

...Defendant

Ms.Shamima Taly a/w Sehry Taly and Ms.Malika Mondal i/b. S. Mahomedbhai and Company – Advocates for Applicants-Plaintiffs.
Mr.Rohit Jadhav, Ms.Vaishnavi Mandlekar i/b. I.V.Merchant and Company – Advocates for Defendant.

CORAM : S. M. MODAK, J.

DATED : 29TH AUGUST 2023

P. C. :

1. Plaintiff Nos.1 and 2 and the Defendant-Company have settled the issues and they have entered into the '*consent terms*'. It is signed by both the Plaintiffs. They are present. They are also signed by the Authorized Representative of the Defendant-Company and he is present. All of them are identified by their respective Counsels. The '*consent terms*' taken on record and marked as Annexure-X.

Satish Sangar

2. The defendant Company has authorized Mr. Atul B. Gandhi to sign on behalf of the Company. Copy of Resolution is annexed. The schedule for payment is also annexed as Annexure-B.

3. Minutes of the order is also given. In view of the terms, the '*consent terms*' are considered as an undertaking given to the Court. In view of that, Interim Application is disposed of.

4. As such, the parties have settled on terms which are also the issues in the Suit. The Plaintiffs do not want to withdraw this Suit because yet terms and conditions of the '*consent terms*', are to be complied with.

[S. M. MODAK, J.]