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

INTERIM APPLICATION NO.103 OF 2023

IN

EXECUTION APPLICATION (L) NO.35875 OF 2022

L & T Finance Ltd.

...Applicant

Versus

Pandit Paltooram Motors & Ors.

...Respondent

Nikita Pawar i/b. S.I. Joshi & Co. for the Applicant.

Sridarshan Kapase, Divisional Legal Manager (Representative of the Applicant.)

Suprabh Jain for Respondent.

CORAM : R.I. CHAGLA J

DATE : 14 February 2023

ORDER :

1. The parties have settled their disputes in the above Execution Application. Consent Terms dated 30th January, 2023 are tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the Plaintiff as well as by the Advocates for the Plaintiff and for Defendant No.1 and Defendant

No.3 and Advocates for the Defendants. Defendant No.2 has expired. By these Consent Terms, the Respondents have agreed to pay the Applicant the sum of Rs.10,00,000/- towards full and final settlement of the matter and which sum of Rs.10,00,000/- has been paid in the manner set out in Clause 4 of the Consent Terms and which sum has been received by the Applicant / Plaintiff. The learned Counsel for the Applicant / Plaintiff on instructions confirms that the Applicant / Plaintiff has received a sum of Rs.10,00,000/-

2. 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.

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

4. The Execution Application is disposed of in accordance with the Consent Terms.

5. The Interim Application No.103 of 2023 does not survive and is accordingly disposed of.

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

7. 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.

[R.I. CHAGLA J.]