

Kavita S.J.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ADMIRALTY AND VICE-ADMIRALTY JURISDICTION

ADMIRALTY SUIT NO.17 OF 2002

Anjani Enterprises Ltd.,

...Plaintiff

Versus

M.V. Lexa Maersk & Ors.,

...Defendants

Kunal Naik i/b Ruben A. Fernandes, Advocate for the Plaintiff.

Mr. S. Venkiteswaran i/b Mr. V. Subramanian, Advocates for
Defendant Nos. 1 to 4.

Mr. G.K. Tripathi for Defendant Nos. 5 and 6.

CORAM : R.I. CHAGLA, J.

DATED : 3RD APRIL, 2024.

ORDER :

1. The learned Counsel for the Plaintiff states that the parties to the Suit have resolved their disputes out of Court and the Suit claim has been settled and seeks leave to withdraw the Suit.

2. The learned Counsel for the Plaintiff states that the Defendant Nos. 1 to 4 have agreed to pay and have paid to the

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Plaintiff the sum of US\$ 50,000 (United States Dollars Fifty Thousand only) in equivalent Indian Rupees 41,30,140/- (Indian Rupees Forty One Lakh Thirty Thousand and One Hundred and Forty only) – vide Manager's Cheque No.498636 dated 19 March 2024 issued by HDFC Bank, Mumbai, in favour of the Plaintiff, Anjani Enterprises Limited, in full and final and global settlement and complete resolution of the Suit claim, the receipt and sufficiency whereof the Plaintiff hereby unconditionally confirms. Accordingly, the Suit stands fully and finally settled.

3. The learned Counsel for the Defendant Nos. 1 to 4 has handed over the Manager's Cheque to the Advocate for the Plaintiff in Court today and the Advocate for the Plaintiff confirms receipt of the same.

4. In lieu of the Settlement, learned Counsel for the Defendant Nos. 1 to 4 states that the Bank Guarantee No. GTE BOM 020563 dated 30th July 2002 issued by the Hongkong and Shanghai Banking Corporation Limited alongwith its Extensions, furnished in this Court as security towards the Plaintiff's claim, is required to be released and returned to the Defendant Nos. 1 to 4.

5. Accordingly, the Prothonotary & Senior Master is directed to forthwith return the original of the said Bank Guarantee alongwith the originals of the Extension Letters, to the learned Counsel for Defendant Nos. 1 to 4.

6. The learned Counsel for the Plaintiff appearing for the Plaintiff undertakes to pay all charge including poundage, if any to the Sheriff of Mumbai.

7. No orders as to costs.

8. The Plaintiff shall be entitled to the refund of Court Fees, if any as per the Rules.

9. All parties to act on an authenticated copy of this order.

10. The Suit stands disposed of accordingly.

[R.I. CHAGLA, J.]