

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

**SUIT NO.59 OF 2024
(NOT ON BOARD)**

Richard Mamod Riajhouseen Tahora & Anr. ... Plaintiffs
V/s.

Jitendra S. Brahmbhatt & Ors. ... Defendants

**WITH
INTERIM APPLICATION (L) NO.1973 OF 2023
IN
SUIT NO.59 OF 2024**

Adv. Birrul Mohamedi i/by Bellator Legal Services LLP for the Plaintiffs.
Mr. Rajendra Jain i/by Namrata Agashe for Defendant Nos.1 and 2.

**CORAM : ARIF S. DOCTOR, J.
DATE : 24TH SEPTEMBER 2024**

P.C. :

1. Parties have today tendered the consent terms, by which disputes and differences between the parties to the Suit have been settled. The execution of the consent terms has been duly verified by the affirming officer of this Court. The report of the affirming officer is annexed to the consent terms. The said consent terms are thus taken on record and marked 'X' for identification.

2. The consent terms are only between the Plaintiff and Defendant Nos.1 and 2 and hence the Suit *qua* the other Defendants is dismissed.

3. The Suit is thus disposed of in terms of the consent terms.

4. In view of the above, all interlocutory applications, if any, are also disposed of accordingly.

5. The undertakings given in the consent terms are accepted as undertakings given to the Court.

6. Refund of court fees, if any, as per Rules.

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

(ARIF S. DOCTOR, J.)