

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO. 14906 OF 2024
IN
SUIT NO. 202 OF 2024

Rozina Firoz Merchant

...Applicant

IN THE MATTER BETWEEN

Rozina Firoz Merchant

...Plaintiff

Vs.

Far Holdings Private Limited & Ors.

...Defendants

WITH
SUIT NO. 202 OF 2024 (NOB)

Mr. Kushal Amin a/w Agnel Carneiro, Smith Colaco i/by Mulla & Mulla & CB & C
for the Plaintiff.

Mr. Rishi Bindra i/by Harshil Gandhi for Defendant No.1.

Mr. Rishi Bindra i/by Ramiz Shaikh for Defendant No.2.

CORAM : ARIF S. DOCTOR, J.

DATE : 12TH SEPTEMBER, 2024

P.C.:-

1. This Court had on 10th September, 2024 noted that parties had duly executed the consent terms, however, since on that date the authority of Defendant Nos.1 and 2 was not annexed to the consent terms, the matter was stood over today to enable the parties to annex the authority of Defendant Nos.1 and 2 to the consent terms.

2. Learned Counsel have today tendered copies of board resolution of Defendant Nos.1 and 2 authorizing Mr. Sameer Maredia and Mr. Mitesh Patil, Directors of Defendant Nos.1 and 2 respectively to execute the consent terms.
3. Parties are directed to append these board resolutions to the consent terms.
4. The captioned Suit is therefore disposed of in terms of the consent terms.
5. The undertakings given by the parties as more particularly recorded in the consent terms are accepted as undertakings given to the Court. The Court has not examined the merits of the settlement which is arrived at in the best discretion of the parties. Since the Suit is being disposed of in terms of the consent terms, the Plaintiff shall be entitled to refund of Court fees, if any, as per Rules.
6. There shall be a Decree drawn up in terms of the consent terms.
7. In view of the disposal of the Suit, Interim Application filed therein also stands disposed of.

(ARIF S. DOCTOR, J.)