

Kavita S.J.

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

COMMERCIAL (I.P.) SUIT (L) NO. 20255 OF 2024

Jetharam Nemaram Gehlot & Ors.,

... Plaintiffs

Versus

Bhika Ram Parihar s/o
Shri Bhola Ram Parihar

... Defendant

WITH
INTERIM APPLICATION (L) NO.20693 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 20255 OF 2024
WITH
LEAVE PETITION (L) NO.20700 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 20255 OF 2024
WITH
COURT RECEIVER'S REPORT NO.348 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 20255 OF 2024

Ayush Tiwari i/b Shekhar S. Bhagat for the Plaintiffs.

Arvind Lakhawat a/w Sarvesh Dixit and Adesh Jadhav for the
Defendant.

Ms. Charushila Vaidya, IInd Assistant to the Court Receiver a/w Mr.
S.S. Dukhande, Section officer, Court Receiver present.

KAVITA
SUSHIL
JADHAV

Digitally signed
by KAVITA
SUSHIL JADHAV
Date: 2024.09.13
19:07:18 +0530

CORAM : R.I. CHAGLA, J.

DATED : 11th SEPTEMBER, 2024.

ORDER :

1. The Plaintiffs and the Defendant have arrived at a settlement in the above Suit. The Consent Terms bearing today's date are tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the Special Power of Attorney Holder of Plaintiff No.1, authorized representative of Plaintiff No.2, authorized representative of Plaintiff No.3 as well as by the Defendant and Advocate for the Defendant. The authorized representative of the Plaintiff and Defendant are present in the Court. Appended to the Consent Terms is the necessary authorization of the Plaintiff authorizing the signatory on behalf of the Plaintiff to execute the Consent Terms. Further, the documents of identification of the Defendant are also appended to the Consent Terms.
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 in the Consent Terms being accepted as undertakings to the Court.

4. By consent of the parties, Leave Petition (L) No.20700 of 2024 seeking leave under Clause XIV of the Letters Patent taken out by the Plaintiff is allowed.
5. By agreement of parties, the Suit is disposed of and decreed in terms of prayer Clauses (a) (b) and (d) of the Plaintiff.
6. In Clause 4 of the Consent Terms, the Plaintiffs have agreed not to press for damages as prayed for in prayer Clause (c) of the Plaintiff.
7. The Court Receiver appointed by this Court is discharged without drawing up accounts and on payment of costs, charges and expenses to be borne by the Plaintiff.
8. The Court Receiver's Report No.348 of 2024 is disposed of.
9. The Interim Application (L) No.20693 of 2024 does not survive and is accordingly disposed of.
10. Drawn up decree/order is dispensed with unless the parties seek drawn up decree/order, in which case they are entitled to apply.

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

12. The Registry is to ensure that the hard copy of the signed Consent Minutes of Order is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

13. Court fees are to be refunded in accordance with the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso to that Section, today's date is the date of making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for a refund of Court Fees computed according to the Rules. He will act on production of an authenticated copy of this order without requiring a separate application.

[R.I. CHAGLA, J.]