

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

COMMERCIAL SUIT NO.34 OF 2024

Manish Srichand Pardasani & Ors.

.. Plaintiffs

Versus

Gaurav Girdhar Motwane & Ors.

.. Defendants

ASHVINI
BAPPASAHEB
KAKDE

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ASHVINI
BAPPASAHEB KAKDE
Date: 2024.11.27
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**WITH
INTERIM APPLICATION NO.1704 OF 2024
WITH
INTERIM APPLICATION (L) NO.616 OF 2024
IN
COMMERCIAL SUIT NO.34 OF 2024**

Mr.Saumil Kothari for the Plaintiff

Mr. Jigar Parmar i/b. Khaitan & Co for Defendant Nos.1 and 2.

Mr. Nitesh Menon a/w. Ms. Palak Jain i/b. Divya Shah Associates for Defendant Nos.3 to 7.

Mr. Manish Pardasani Plaintiff No.1 and authorised signatory of Plaintiff No.2 is present through V.C.

CORAM: FIRDOSH P. POONIWALLA, J.

DATE : 25th NOVEMBER, 2024

P. C.

1. The learned Counsel appearing for the parties tender Consent Terms dated 19 November 2024, signed by the Plaintiff and Defendant Nos.1

to 5 and their respective Advocates, and request that the present Suit be disposed of in terms of these Consent Terms.

2. The said Consent Terms are taken on record and marked “X” for identification. The Suit against Defendant Nos.1 to 5 is disposed of in terms of these Consent Terms.

3. All undertakings furnished in the Consent Terms are accepted by the Court as undertakings furnished to this Court.

4. It is noted that the signatories to the Consent Terms are present in Court either physically or through Video Conferencing.

5. Further the Plaintiff seeks leave to withdraw the Suit against Defendant Nos.6 and 7.

6. Leave granted. Suit against Defendant Nos.6 and 7 stands disposed of as withdrawn. There will be no order as to costs.

7. Refund of Court Fees as per rules.

8. In light of the disposal of the Suit, the Interim Applications filed in the Suit will not survive and hence stand disposed of.

[FIRDOSH P. POONIWALLA, J.]