

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 1296 OF 2024
WITH
INTERIM APPLICATION NO. 11295 OF 2024

Dayaram Maurya, Sole Proprietor Of Jay Arts ...Appellant
Versus
Sanjeevkumar Kedia, Sole Proprietor Of Parrita ...Respondent
Overseas

Ms. Disha Jain a/w Gauri Janrao i/b Gaurav Lele for the Appellant.
Ms. Roshni Bhandary i/b Bhandary & Bhandary for Respondent.

Mr. Dayaram Maurya, Appellant present in the Court.
Mr. Sanjeevkumar Kedia, Respondent present through VC.

CORAM : M.M. SATHAYE, J.
DATE : 1st DECEMBER, 2025

P.C. :

1. learned Counsel for the parties have jointly tendered duly signed Consent Terms and jointly submitted that the dispute is settled amicably. The Consent Terms are taken on record and marked "X" for identification. (page No.1 to 9).
2. The Consent Terms are signed by the proprietor of the Appellant and his Advocate. The Consent Terms are also signed by the proprietor of Respondent and his Advocate.
3. The Appellant is present in the Court, who is identified by learned Counsel for the Appellant. Likewise, Respondent is present before the Court through video conferencing (VC), who is duly

identified by learned Counsel for the Respondent. Both the Appellant and Respondent, on being asked by the Court, confirmed that the Consent Terms are signed by them after understanding the contents therein and implications thereof.

4. The dispute is arising out of money recovery suit which was decreed. Appellant is defendant and Respondent is Plaintiff. The Respondent confirms having received the amount of Rs.15,00,000/- as mentioned in the Consent Terms.

5. The undertaking/s given in the consent terms are accepted.

6. In view of the aforesaid, the first appeal as well as pending Interim Application are disposed of in terms of the Consent Terms, read with this order.

7. Refund of court-fees, if applicable, be issued as per Rules.

(M.M. SATHAYE, J.)