

Terrapolis Commercial Private Limited ...Plaintiff
Versus
Gayatrikrupa Premises Co-op Society Ltd. ...Defendant

INTERIM APPLICATION (L) NO.6650 OF 2023

Law P
akale

P.C. :

2 Parties have tendered draft amendment essentially by which, M/s Omtech Enterprises is sought to be impleaded as defendant no.2 to the suit. Draft amendment is taken on record and marked "X" for identification. Leave to amend as per the draft tendered is granted. Amendment to be carried out within one week from today. Reverification is dispensed with.

4 Parties then tendered consent terms, by which the disputes and differences
in the suit have been amicably resolved. The execution of the consent terms is

supported by the report dated 7th March 2025 of the Associate of this court. The report inter alia records as follows:

"All the Signatories have admitted the contents of the consent terms. The consent term are duly signed by the parties out of their free will without any undue influence and coercion. The consent term is duly executed by the signatories."

5 The consent terms are taken on record and marked "X-1" for identification. Both the learned counsel confirm that the consent terms do not touch upon any issue which travels beyond the scope of the suit neither do they affect or afford to affect right of any parties who is not party to the suit. Accepting the assurance of the learned counsel as also the undertaking given in the consent terms, the suit stands withdrawn in terms of the consent terms.

6 In view of the disposal of the suit, interim application does not survive and is accordingly disposed of.

7 Refund of court fees shall be as per Rule.

8 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.)