

**THE HIGH COURT OF JUDICATURE AT BOMBAY
ADMIRALTY AND VICE ADMIRALTY JURISDICTION**

COMMERCIAL ADMIRALTY SUIT NO. 46 OF 2025

Suhail Bashir Modak

...Plaintiff

V/s.

MT Polyaigos

...Defendant

**WITH
INTERIM APPLICATION NO. 6281 OF 2025
WITH
JUDGE'S ORDER(L) NO. 19069 OF 2025
WITH
LEAVE PETITION (L) NO. 19649 OF 2025**

Ms. Naomi Ting with Mr. Mohit Tiwari i/b DMD Advocates for Plaintiff.
Mr. Kayush Zaiwalla with Mr. Devesh Dange i/b Mr. Adil Patel for the Defendant.

**CORAM : ABHAY AHUJA, J.
DATE : 13th FEBRUARY, 2026**

PC. :

1. When the matter is called out, Ms. Ting, learned Counsel appears for the Applicant and tenders across the bar consent terms dated 11th February, 2026, submitting that the Suit has been settled in accordance with the said consent terms and that this Court may accept the consent terms and permit withdrawal of the Suit.

2. Mr. Zaiwala, learned Counsel appears for the Defendant and confirms that the consent terms dated 11th February, 2026, tendered across the bar have been entered into by his client. Mr. Zaiwala submits that the said consent terms may be taken on record.

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3. The said consent terms are taken on record and marked 'X' for the purposes of identification.
4. Learned Counsel appears for the Plaintiff and the Defendant submit that since the settlement amount that has been arrived at is INR 1,05,19,186.40, after payment of the said amount to the Plaintiff, balance amount lying with the Prothonotary & Senior Master be permitted to be remitted in favour of the Defendant as per the consent terms.
5. Having heard the learned Counsel and having considered the aforesaid submissions, the security amount deposited with the Prothonotary & Senior Master to be disbursed to the Plaintiff in terms of the Consent Terms dated 11th February, 2026 and thereafter the balance amount lying with the Prothonotary & Senior Master be remitted in favour of the Defendant as per the consent terms.
6. The undertakings contained in the consent terms are accepted as undertakings to this Court.
7. The Registry 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.

8. The Plaintiff has sought leave to withdraw the Commercial Admiralty Suit No. 46 of 2025. Leave is granted. Commercial Admiralty Suit No. 46 of 2025 is allowed to be withdrawn and is disposed as such. The undertakings given at the time of arrest to stand discharged.

9. In view of the withdrawal of the Commercial Admiralty Suit, the pending Interim Application No. 6281 of 2025 and Leave Petition (L) No. 19649 of 2025 to stand disposed.

10. Refund of Court fees as per Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act, 1959 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 refund of Court fees computed according to the Rules and act on production of an authenticated copy of this order without requiring a separate application.

11. All to act on a copy of this order duly authenticated by the learned Associate of this Court.

(ABHAY AHUJA, J.)