

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

COMMERCIAL SUMMARY SUIT NO. 1 OF 2025

MANGLA AMIT BUILDERS PRIVATE LIMITED)...PLAINTIFF

V/s.

VINAY FABRICS PVT. LTD. AND OTHERS)...DEFENDANTS

WITH
SUMMONS FOR JUDGMENT NO. 3 OF 2025
IN
COMMERCIAL SUMMARY SUIT NO. 1 OF 2025
WITH
INTERIM APPLICATION NO. 746 OF 2026
IN
COMMERCIAL SUMMARY SUIT NO. 1 OF 2025

Ms.Anushka Jain a/w. Ms.Mittal Munoth and Mr.Farhan Khan,
Advocate for the Plaintiff.

Mr.Nikhil Kumar Rungta, Advocate for the Defendant.

Mr.Vinod Jain, Respondent no.3 - Managing Director of Respondent
no.1, present in Court.

CORAM : ABHAY AHUJA, J.

DATE : 6th MAY 2026

PC. :

1. When the matter is called out, learned Counsel appearing for the
Plaintiff and the Defendants tender across the bar Consent Terms dated
5th May 2026 submitting that the *lis* has been worked out in terms of

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the Consent Terms which have been signed by the parties identified by the learned Counsel / Advocates, and that the Suit be decreed in terms of the said Consent Terms.

2. The Consent Terms are taken on record and marked “X” for the purposes of identification. The undertakings contained in the Consent Terms are accepted as undertakings to this Court.

3. The Suit to stand decreed in terms of the Consent Terms. No costs.

4. Drawn up decree is dispensed with.

5. Refund of Court fees as per Rules.

6. The Suit, the Summons for Judgment and the connected Interim Application to accordingly stand disposed.

(ABHAY AHUJA, J.)