

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO.220 OF 2017

M/s. Opus Fashions Pvt. Ltd. ...Petitioner
Vs.
M/s. Roopali Textiles ...Respondent

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Mr. Ashokkumar Rastogi, for the Petitioner.
Mr. Sandeep S. Jinsiwale, for the Respondent .
Mr. Pappandas Gyanchandani Prop. of Respondent, present.

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CORAM : B.P. COLABAWALLA, J.
DATED : JULY 4, 2017

P.C. :

1 This Arbitration Petition has been shown on board today under the caption for settlement. The learned counsel appearing for the Petitioner as well as the Respondent before me, on instructions, states that the disputes have been settled amicably between the Petitioner and the Respondent.

2 It has been agreed between the parties that in full and final settlement, the Petitioner has paid to the Respondent a sum of Rs. 3,25,000/- and the learned counsel appearing for the Respondent, on instructions, states that the amount has been duly received by the Respondent. On its part, the Respondent has already withdrawn Criminal Case Nos. 1996/SS/2016 and

1997/SS/2016 pending in the 43rd Court of the Learned Metropolitan Magistrate, Borivali, Mumbai, against the Petitioner and its Director Mr. Venkatesh on 30th June, 2017. In view of this settlement, both the counsel before me agree that the Arbitration Award passed on 21st November, 2016, in Arbitration Case No. 26/2016, be set aside under Section 34 of the Arbitration and Conciliation Act, 1996.

3 Considering the fact that the matter has now been settled as recorded earlier, the Arbitration Award dated 21st November, 2016 passed in Arbitration Case No. 26/2016 is by consent of the parties, set aside. The Petition is accordingly allowed in terms of prayer clause (a). However, in the facts and circumstances of the case there shall be no order as to costs.

(B. P. COLABAWALLA, J.)