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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 877 OF 2016
WITH
CONTEMPT PETITION (L) NO. 13 OF 2017**

Anant Ramchandra Dhotre	...Plaintiff
<i>Versus</i>	
Santosh Enterprises & Ors	...Defendants

Mr Ashish Kamat, *with S Chakraborty, i/b Vidhi Partners, for the Plaintiff/Petitioner.*
Mr Sanjay Jain, *i/b Prerna R Lalchandani, for Respondents Nos. 1 and 2.*
Mr Nathuram G Shedge, *Chairman of Manshanti CHSL.*

CORAM: G.S. PATEL, J
DATED: 20th April 2017

PC:-

1. The Suit itself is settled. Parties have entered into a Settlement Agreement. This is signed by the Petitioner in the Contempt Petition, the Society, which is Respondent No. 4, and the 1st Respondent who is the developer.

2. On behalf of the Society, Mr Nathuram Shedge, Chairman of the Society is present and has signed the document. At my request, Mr Jain and Mr Kamat for the developer and the Petitioner

respectively have explained the terms of the Agreement to Mr Shedge in Marathi and have satisfied him that the interests of the Society are not in any way adversely affected by this Agreement of permanent alternate accommodation.

3. By way of abundant caution I note that the significant clause is Clause 6.1 read with Clause 23(j). By these clauses, the Petitioner has been assured Flat No. 1 on the 22nd Floor as per the layout plan within 24 months of the obtaining commencement certificate. The other provisions as regards the fungible FSI, carpet area and so on are also agreed and are not disputed. A copy of the Settlement Agreement will be taken on file and marked "X" for identification with today's date. The Petitioner has also been given a cheque No. 323550 drawn on Axis Bank Limited, Dadar Branch of Rs. 14,50,000/- towards hardship compensation in terms of the order dated 26th October 2016.

4. Thus the disputes are fully resolved, subject of course to encashment of the cheque and registration of the Agreement.

5. The Suit itself is disposed of accordingly. Refund of court fee in accordance with the Rules.

6. All interim orders stand vacated and interlocutory applications, if any, do not survive and are disposed of accordingly. The Contempt Petition is also disposed of in these terms. There will be no order as to costs.

7. Given that the cheque is yet to be realized and Agreement is yet to be registered, specific liberty to the Plaintiff/Petitioner to apply if need be.

(G. S. PATEL, J.)