

Nalawade

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

ARBITRATION PETITION NO.457 OF 2016
WITH
NOTICE OF MOTION NO.1689 OF 2015
WITH
PERJURY PETITION NO.3 OF 2015
WITH
CONTEMPT PETITION (L) NO.61 OF 2016
WITH
ARBITRATION APPLICATION NO.14 OF 2017
WITH
ARBITRATION PETITION NO.100 OF 2017

Neeta Kishore RanePetitioner.

vs.

Pritha Anil Kumar and ors.Respondents.

Mr.Ankur Shah i/by Rajesh Ravindran in Arbitration Petition No.457/2016 and for Respondent No.1 in Arbitration Petition No.14/2017 and 100/2017.

Mr. Ishwarprasad Bagaria i/by Manan Sanghani for Respondent Nos. 1 to 5 in Arbitration Petition No.457/2016.

Applicant in Arbitration Petition No.14/2017 and Petitioner in Arbitration Petition No.100/2017.

Ms. Neeta Rane, Petitioner, Ms. Pritha Anilkumar Respondent No.1, A.C.Prasad Respondent No.2, Mr. R. Anil Kumar Respondent No.3, Chaman Prasad respondent No.4 present in person.

CORAM : A.S.GADKARI, J.

DATE : 17th May, 2017

PC:

1) It is submitted by the learned counsel for the respective parties that the parties herein have amicably settled the main matter i.e. Arbitration Petition No.457 of 2016 out of Court. Shri. Bagaria

the learned counsel appearing for the respondents in Arbitration Petition No.457 of 2016 has tendered across the bar Consent Terms dated 17.5.2017. The same are taken on record and marked "X" for identification. The said consent terms are duly signed by the petitioners and the respondents and their respective advocates have verified the signatures of the concerned parties. In Para 3 of the said consent terms the date of the cheque is kept blank. Mr. Bagaria submitted that the cheque is already handed over to the petitioner and the blank portion of date will be filled up after the due payment is received by the firm. The said statement is accepted. The undertakings mentioned in the consent terms are accepted as undertakings given to this Court.

2) In view of the amicable settlement between the parties interim relief if any which is in operation stands vacated.

3) In view of the amicable settlement in Arbitration Petition No.457 of 2016, the Notice of Motion (L) No.2493/2015 in Arb. Petition No.457/2016, Perjury Petition No.3/2015, Arbitration Application No.14/2017, Arbitration Petition No.100/2017 and Contempt Petition (L) No.61/2016 does not survive and are accordingly disposed off.

(A.S.GADKARI, J.)