

psv

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO.811 OF 2018**

P.V. Mulay	..Petitioner
Vs.	
Naresh Y. Mahindarkar	..Respondent

**WITH
ARBITRATION APPLICATION NO.96 OF 2019**

P.V. Mulay	..Applicant
Vs.	
Naresh Y. Mahindarkar	..Respondent

Mr.Siddhesh Pilankar i/b. Mr.Uday Warunjikar for Petitioner/Applicant.
Mr.Shrinivas Bhavé with Mr.Sameer Panvalkar i/b. M/s.Bhavé & Co. for
Respondent.
Mr.D.N. Kher, Court Receiver.

**CORAM : G.S. KULKARNI, J.
DATE : 25th JULY, 2019**

P.C.:

1. On 23 July 2019 the Court had passed the following order:-

“ Mr. Warunjikar, learned counsel for the petitioner/applicant and Mr.Bhavé, learned counsel for the respondent inform that the parties are finalizing the consent terms. Mr. Warunjikar states that looking at the age of his client, the consent terms would be signed at the residence of the petitioner in the presence of Mr.Siddhesh Pilankar, Advocate who would identify the signature of the petitioner and accordingly the consent terms will be placed on record. Respondent is present in the Court.

2. Stand over to 25th July, 2019. The Court Receiver Report will also be considered on the adjourned date of hearing.”

2. On the above backdrop, learned Counsel for the parties today have tendered Consent Terms by which it is stated that the disputes and

differences between the parties stand finally resolved. The Consent Terms are signed by the petitioner as noted in the order dated 23 July 2019. The Consent Terms are also signed by the respondent who is present in the Court. The Consent Terms are also initialed by the Advocates for the parties. There is no dispute on the signatures appearing on the Consent Terms. As set out in paragraph 6 of the Consent Terms, a Demand Draft is also handed over on behalf of the petitioner to the respondent. The Consent Terms are accordingly taken on record and marked "X" for identification.

3. The petition stands disposed of in terms of the Consent Terms.
4. The Court Receiver shall now take over the premises in question from the agent and hand over the same to the petitioner. Let this exercise be completed within one week from today.
5. There are certain charges which are payable to the Court Receiver. Mr.Pilankar and Mr.Warunjikar, learned Counsel for the petitioner state that the charges would be deposited in the office of the Court Receiver within one week of the intimation. Statement is accepted.
6. The Court Receiver is accordingly discharged without passing accounts.
7. In view of the parties having compromised the disputes, the Section 11 application being Arbitration Application No.96 of 2019 would also not survive. It is accordingly disposed of. No costs.

[G.S. KULKARNI, J.]