

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

**CONTEMPT PETITION (L) NO.46 OF 2019
IN
ARBITRATION PETITION NO.251 OF 2014**

Mrs. Vijaya Mittu (Khanna) ... Petitioner
Versus
M/s A.B. Builders & Developers
Pvt. Ltd. And Another ... Respondents

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Mr. Jitendra G. Damani I/b Mr. Dharmendra J. Damani for the Petitioner.
Mr. Rajiv Narula I/b Jhangiani Narula & Associates for Respondent No.1.
Mr. H.B. Mhatre, Partner of Respondent No.1 present in court.

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CORAM : S.C. GUPTE, J.

DATE : 2 APRIL 2019

P. C. :

. Heard learned Counsel for the Petitioner and Respondent No.1.

2 After the matter is heard at some length, learned Counsel for the Petitioner seeks leave to withdraw the petition. Learned Counsel for Respondent No.1, on instructions from his client's partner, who is present in Court, states that subject to the Petitioner co-operating in the matter of registration of permanent alternate accommodation agreement/s in respect of the flat/unit allotted to original Respondent Nos.2 and 4 to Arbitration Petition No. No.251 of 2014, his client shall fully complete Flat/Unit Nos.103 and 105 on the first floor in all respects and handover possession of the same to the Petitioner in compliance with the order dated 6 August 2014. Learned Counsel states that in addition to the accommodation

referred to above, Respondent No.1 shall pay a compensation of Rs.8,50,000 to the Petitioner toward aggregate deficit area of 30 sq. ft. in Flat No.103 and Unit No.105. Such amount shall be paid at the time of handing over possession of the accommodation to the Petitioner. Learned Counsel states that Respondent No.1 shall pay arrears of four months' compensation towards interim rent payable in lieu of temporary accommodation to be allotted to original Respondent No.2 to the Petitioner herein within one week from today.

3 Learned Counsel for the Petitioner, for his part, states that his client shall accept possession of Flat No.103 and Unit No.105 offered by Respondent No.1 in full and final settlement of the consent order of 6 August 2014. Learned Counsel also states that handing over of the flat/unit to his client, accordingly, shall constitute a complete discharge of the obligation of Respondent No.1 to handover flat/unit, respectively, to original Respondent Nos.2 and 4 in terms of the consent order dated 6 August 2014 and that his client shall take the responsibility to indemnify Respondent No.1 in respect of any claim made by legal heirs of Respondent No.2 (since deceased). Learned Counsel states that his client shall co-operate with Respondent No.1 for execution and registration of agreements for permanent alternative accommodation/s in respect of Flat No.103 and Unit No.105, so as to have the agreement/s registered within a period of **one week** from today. Learned Counsel states that his client shall withdraw all complaints filed by her before the Municipal Corporation of Greater Mumbai within a period of one week from today. These statements

are accepted. The petition is disposed of as withdrawn in terms of the respective statements of the parties recorded and accepted as above.

(S.C. GUPTE, J.)