

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**SECOND APPEAL NO.12 OF 2021
WITH
INTERIM APPLICATION NO.2204 OF 2022
IN
SECOND APPEAL NO.12 OF 2021**

Sanvo Resorts Private Limited ... Appellant
V/s.
Rahul Harish Ghole & Anr ... Respondents

Mr. Prasanna Tare a/w. Adv. Akshada Shetye for the Appellant.
Mr. Viral Thaker i/b. L. J. Law for the respondent nos. 1 & 2.

CORAM : NITIN W. SAMBRE, J.

DATED : 17th OCTOBER, 2022

P.C.:

1. The Maharashtra Real Estate Regulatory Authority, Mumbai passed final order dated 29/08/2018 on the complaint initiated by respondents to the second appeal with directions to refund the amount mentioned in the payment format marked Exhibit-A with simple interest @ 10.5% per annum from the date of receipt of amount till its refund with cost of Rs.20,000/-.
2. Feeling aggrieved, appellant herein preferred an appeal before the Maharashtra Real Estate Appellate Authority (MahaRERA) being appeal no. 006000000010658. Such appeal on 31/01/2020 came to be dismissed.
3. In the present second appeal both the parties have filed consent terms duly signed by Dwarkanath K. Rao, authorized

signatory on behalf of the appellant and by Rahul Ghole i.e. respondent no. 1 for himself and on behalf of Shruti Ghole i.e. respondent no. 2. The respondent no. 1 has signed on behalf of the respondent no. 2 based on the special power of attorney executed before the Consulate General of India, Toronto on 21/09/2022. After verification of original power of attorney is returned to learned counsel for the respondent on. 1.

4. In the aforesaid background, both the parties have agreed to consent terms which are reduced in the document which is taken on record during the course of the hearing.

5. The authorized signatory Dwarkanath K. Rao, who have signed the consent terms based on the authorization issued by the appellant so also Rahule Ghole, respondent no. 1 is duly identified by their respective counsels and who have admitted to the terms mentioned in the aforesaid document.

6. As such, it is directed that the second appeal stands disposed of in terms of consent terms. IA also stands disposed of.

7. The parties are at liberty to mention the matter before the Appellate Authority with a prayer for withdrawal of the amount in view of the aforesaid consent terms.