

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO.386 OF 2022
ALONG WITH
INTERIM APPLICATION NO.2819 OF 2022

The Bombay Dyeing &]
Manufacturing Co. Ltd.] ... Appellant

Vs.

Monika Agarwal & Anr.] ... Respondents

...

Ms. Rujuta Patil i/b Negandhi Shah & Himayatullah for the
appellant.

Mr. Harsh S. Malhotra for the respondents.

...

CORAM : SMT. BHARATI DANGRE, J.

DATED : 28TH APRIL, 2022.

P.C. :-

1. The second appeal deserves a disposal in the wake of the consent terms placed on record under the signature of the appellant and respondent Nos.1 and 2. The consent terms dated 21/04/2022 also bear the signatures of the respective counsel of the appellant

as well as the respondents. The consent terms are taken on record and marked 'X' for identification.

2. Respondent Nos.1 and 2, who are personally present in the court, have tendered their Aadhar cards in original and their identity has been established by the Court Sheristedar.

3. The appellant being represented through Mr. Ashutosh Khatawkar, Vice President (Marketing & Sales), is not present in the court and it is informed by the learned counsel that on account of he undergoing a scheduled surgery, he is unable to remain present in the court. The learned counsel for the appellant has identified his signature and has endorsed it, on the consent terms.

4. In the wake of the aforesaid terms, which revolve around a dispute filed before the MahaRera and Real Estate Appellate Tribunal, the respondents have confirmed that they are not desirous of continuing with the booking of the apartment and are desirous of cancellation of the booking. Accordingly, an amount of Rs.2,94,67,623/- is received by them, as full and final settlement by way of RTGS transfer/Pay Order on 21/04/2022. The respondents, who are present in the court, acknowledge the receipt of the said amount into their account.

5. In view of the aforesaid settlement arrived at between the parties, since the amount is accepted towards full and final

settlement with no due is now payable by the appellant, the second appeal deserves a disposal in the wake of the consent terms and is accordingly disposed off with no order as to costs.

6. In view of the disposal of the appeal, the interim application does not survive and is disposed off as such.

[SMT. BHARATI DANGRE, J.]