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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.537 OF 2022

IN

ARBITRATION APPEAL NO.5 OF 2011

Deepak Yashwant Bhosale

...Applicant/
Appellant

Versus

Dilip Yashwant Bhosale

...Respondent

WITH

INTERIM APPLICATION NO.538 OF 2022

IN

ARBITRATION APPEAL NO.6 OF 2011

Deepak Yashwant Bhosale

...Applicant/
Appellant

Versus

Dilip Yashwant Bhosale

...Respondent

WITH

INTERIM APPLICATION NO.539 OF 2022

IN

ARBITRATION APPEAL NO.7 OF 2011

Deepak Yashwant Bhosale

...Applicant/
Appellant

Versus

Dilip Yashwant Bhosale

...Respondent

Mr. Drupad Patil, with Dheeraj Patil for the Applicant.

S.M. Oak i/b. S.A. Joshi and Deepesh Vernekar for Respondent.

Ms. Rekha Rane, 2nd Assistant to C.R. is present.

CORAM : R.I. CHAGLA J.
DATE : 20TH APRIL, 2022.

ORDER :

1. The parties have settled their disputes. Consent Terms dated 19th April, 2022 are tendered and are taken on record and marked “X” for identification. These are signed by the Appellants as well as Respondent Nos.1 and 3 and their respective Advocates.
2. By this Consent Terms, leave has been sought to withdraw the Arbitration Appeals in terms of the Deed of Mutual Consent Terms dated 18th April, 2022 and the Deed of Gift dated 18th April, 2022 which are appended to the Consent Terms.
3. Leave is granted. The Arbitration Appeals are disposed of as withdrawn in accordance with the Consent Terms.
4. In view of the disposal of the Arbitration Appeals the Interim Applications, if any, do not survive and are disposed of as infructuous.
5. The Court Receiver is discharged subject to payment of commission of Court Receiver of sum of Rs.3,48,000/- as computed in statement dated 8th February, 2022 along with costs, charges and expenses of the Court Receiver to be borne by the agent of the Court Receiver. The remainder amount of Rs.2,90,89,717/- which is currently lying in fixed deposits shall be paid over by the Court Receiver after breaking the fixed

deposit to the account of the Appellant. The Court Receiver shall take necessary steps to do so within a period of four weeks from today. Any further sum remaining shall be paid over by the Court Receiver to the agent of the Court Receiver.

6. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

7. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

8. Court fees are to be refunded in accordance with the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso to that Section, today's date is the date of making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for a refund of Court Fees computed according to the Rules. He will act on production of an authenticated copy of this order without requiring a separate application.

9. All concerned will act on production of a digitally signed copy of this order.

[R.I. CHAGLA J.]