

- (c) In the event, the aforementioned parties fail to deposit their respective further contributions, they shall cease to be partners of the firm from the date of default;
- (d) As regards, the Appellants' case that interest is also liable to be contributed by the Respondent and Appellant No.3, the said issue will be referred to the Chartered Accountant of the partnership firm, who will determine additional contributions, if any, to be made by the partners, in terms of the Partnership Deed dated 14th March, 2017 read with the Supplementary Partnership Deed dated 20th July, 2019, including interest, if any, within a period of eight (8) weeks from today;
- (e) In the event the parties are aggrieved by the determination arrived by the Chartered Accountant as noted above, the disputes in respect thereof be referred to a Sole Arbitrator to be mutually appointed between the parties;
- (f) The Appellants unconditionally withdraw the letter dated 24th May, 2021 and likewise, the Respondent unconditionally withdraws his email dated 19th May, 2021;
- (g) Both parties shall not rely upon the draft Retirement Deed or any correspondence in relation thereto;
- (h) All notices given to the banks and the authorities arising out of the dispute pertaining to the present proceeding given by both the parties shall stand withdrawn;

(i) The Respondent also agrees to withdraw Civil Misc. Application No. 368 of 2021 filed before the learned District Judge (Commercial Division), at Pune, and all parties further consent to withdraw all disputes which are arising out of the said proceeding within one (1) week from today.

2. In view of what is recorded above, the Impugned Order dated 31st August, 2021 is set aside.

3. All the undertakings recorded above are accepted as undertakings given to this Court.

4. The Appeal is disposed of in the aforesaid terms with no order as to costs.

(MILIND N. JADHAV, J.)

(S.J. KATHAWALLA, J.)