

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE CIVIL JURISDICTION

**WRIT PETITION NO.4120 OF 2018
WITH
WRIT PETITION NO.10212 OF 2018
WITH
CONTEMPT PETITION NO.289 OF 2019**

M/s. Shubham Dynamic Real Estate ...Petitioner
vs.
Radhavallabh C. Kejriwal and Others ...Respondents

Mr. Girish Godbole, Senior Advocate i/b. Ms. Shruti Tulpule, for the Petitioner.

Mr. Sanjiv Sawant a/w. Ms. Bhakti Wast i/b. Mr. Abhishek Deshmukh, for Respondent No. 1.

Mr. V.S. Nimbalkar, AGP for the State.

Mr. Anish Shah, the partner of petitioner present.

Mr. Radhavallabh C. Kejriwal, Respondent No. 1 present.

CORAM : N. J. JAMADAR, J.

DATE : JULY 24, 2023

P.C.:

1. Heard the learned counsel for the parties.
2. The learned counsel for the parties make a joint statement that the petitioner and respondent No. 1 have amicably resolved the dispute and the consent terms have been executed. The learned counsel seeks leave to tender the consent terms.
3. Mr. Anish Shah, one of the designated partners of the petitioner, and Mr. Radhavallabh Kejriwal, the respondent No. 1 are present before the Court. They admit the contents of the consent terms and execution thereof.

4. Mr. Radhavallabh Kejriwal, upon being inquired submits that he has received a Pay Order in the sum of Rs. 50 lakhs and admits the contents of the consent terms. The consent terms are signed by the respective parties and their counsels.

5. It seems that the parties have worked out a comprehensive settlement of the dispute. Thus the consent terms are taken on record and marked "X".

6. Both the petitions stand disposed in accordance with the consent terms (X).

7. The undertaking given in the consent terms (X) are accepted as the undertaking to the Court.

8. By way of abundant caution, it is clarified that the consent terms will not bind the persons who are not the parties to these consent terms.

9. In view of the disposal of the petitions, the Contempt Petition No. 289 of 2019 also stands disposed.

(N. J. JAMADAR, J.)