

Harish

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

**SECOND APPEAL NO. 93 OF 2023
WITH
INTERIM APPLICATION NO. 1170 OF 2023
IN
SECOND APPEAL NO. 93 OF 2023**

M86 Residency Private Ltd
(earlier known as)
Wadhwa Residency Private Ltd.

...Appellant/
Applicant

Versus

Ms. Mugdha Sahal

...Respondent

Mr. Chirag Kamdar, a/w Abir Patel & Lavina Bhargava i/b
Wadia Ghandy & Co., for the Appellant/Applicant.

Mr. Vishal Kurtukade, i/b Metasis Legal, for the Respondent.

Ms. Mugdha Sahal, present in person.

Mr. Manohar Chhabaria, present in person.

CORAM : MADHAV J. JAMDAR, J.

DATE : 25th April, 2023

P.C.:

1. Heard Mr. Kamdar, learned counsel appearing for the Appellant and Mr. Kurtukade, learned counsel appearing for the Respondent.

2. Both the learned counsel state that, the matter has been settled between the parties. They tender the Consent Terms executed by the Appellant and the Respondent. The Consent Terms are also signed by respective Advocates of both the parties. The respective Advocates identifies the signatures of the Appellant and the Respondent.

3. Mr. Manohar Chhabaria, the Director of the Appellant Company, has signed the Consent Terms. Mr. Kamdar, learned counsel states that, Mr. Mahonar Chhabaria, the Director, has been authorized by the Appellant Company and necessary resolution will be filed in this Court within a period of three weeks.

4. The Consent Terms are taken on record and marked 'X' for identification.

5. The Second Appeal is disposed of in terms of the Consent Terms with no order as to costs.

6. In view of disposal of Second Appeal, the Maharashtra Real Estate Appellate Tribunal to allow withdrawal of amount to the Respondent and to the Appellant as set out in paragraph No. 6 of the Consent Terms.

7. In view of the Consent Terms, the impugned order is set aside in above terms.

8. In view of the disposal of the Second Appeal, nothing survives in the Interim Application and the same is also disposed of.

7. Return of Court fees, if any, as per rules.

(MADHAV J. JAMDAR, J.)