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

INTERIM APPLICATION NO. 14349 OF 2023

and

INTERIM APPLICATION NO. 14350 OF 2023

in

COMMERCIAL FIRST APPEAL (ST.) NO. 20113 OF 2023

Pinewood Co-operative Housing Society Ltd.

through its authorized person Satish

Savlaram Adhikari

... Applicant

V/s.

Painterior (India) LLP through its authorized

partner Mr. Firdaus Merchant

... Respondent

Mr. Vishal Patil for the Applicant

Ms. Shivani Khadke for the Respondent

***CORAM : NITIN JAMDAR &
MANJUSHA DESHPANDE, JJ.***

DATE : 18 DECEMBER 2023

P.C. :-

Heard the learned Counsel for the parties.

2. Delay in filing the Appeal is condoned. The Interim Application for condonation of delay is disposed of.

3. Appeal is **admitted**. At the joint request, taken up for disposal forthwith. Paper-book dispensed with.

4. This Appeal challenges the judgment and order passed by the City Civil Court, Mumbai dated 4 May 2023 in Commercial Suit No.303 of 2022. By the judgment and decree, the learned Trial Judge, City Civil Court, Mumbai directed the Appellant to pay an amount of Rs.20,96,272/- along with the interest stipulated therein. The Appeal along with the Interim Application for condonation of delay came up for consideration on 27 October 2023 when the learned Counsel for the parties upon instructions had shown willingness to resolve the dispute through mediation process. Accordingly, the mediator was appointed to mediate upon the dispute who has submitted a report that the mediation process was successful.

5. The learned Counsel for the parties tendered the consent terms as per their agreement before the mediator. The consent terms which have been signed by the learned Counsel for the parties and the authorized representatives of the Appellant and Respondents are taken on record and marked 'X' for identification.

6. The Respondent filed a suit for recovery of the amount claimed in the suit from the Appellant – Co-operative Society contending that it had carried out the work of water proofing restoration and pending repair and restoration work of the Appellant – Society and his charges were not paid. In the consent terms the parties have arrived at a sum of Rs. 10,57,776.50 as full and final

payment towards the decree.

7. Considering that the dispute pertained to a commercial transaction and it is being settled in terms of money, we do not find anything unconscionable accepting the consent terms and modifying the impugned judgment and decree.

8. Accordingly, the Appeal is disposed of in terms of the consent terms. The impugned judgment and decree shall stand modified and be substituted in terms of the consent terms. No order as to costs.

9. The efforts taken by the mediator are appreciated.

MANJUSHA DESHPANDE, J.

NITIN JAMDAR, J.

JYOTI
PRAKASH
PAWAR

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by JYOTI
PRAKASH
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Date: 2023.12.20
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