



Gaikwad RD

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. 358 OF 2021
WITH
INTERIM APPLICATION NO. 3178 OF 2021

Elite Housing Developers LLP

...Appellant

Versus

Ankit R. Bhalaria & Anr.

...Respondents

Mr Sumanth Anchan, *with Siddharth Bafna, i/b. Integrum Legal, for the Appellant.*

Mr. Abir Patel, *with Prottyusha Thanawala, i/b. Wadia Ghandy & Co., for the Respondents.*

Mr. Mahendra C. Shah, *on behalf of Appellant is present in court.*

CORAM Dr. N. K. Gokhale, J.

DATED: 21st September 2023

PC:-

1. The present Appeal assails the judgment and order dated 26th July 2021 passed by the Maharashtra Real Estate Regulatory Authority (“**Maha RERA**”). By the impugned order dated 27th June 2019 passed by the Authority, Complaint No. CC006000000057803 was partly allowed and the allottee was directed to pay Rs.12 Lakhs towards outstanding expenses of electricity and water etc. in terms of agreement of sale along with interest as prescribed under RERA from the date of default of

payment till realization of the amount. By the same order, the Promoter was also directed to pay interest on the amount deposited by the allottee for the period from 1st September 2018 till 20th March 2019 @ State Bank of India's highest marginal cost plus 2% lending charges.

2. The matter was heard for some time on 20th September 2023. During the course of hearing, the Court asked the learned Counsel for the parties to take instructions in respect of a possible settlement between the parties in view of a limited controversy that arises in the matter.

3. Accordingly, the learned Counsels for the parties have conveyed that the parties have arrived at a settlement and tendered on record consent terms. The Consent Terms are taken on record and marked 'X1' for identification with today's date. These are signed by the parties and their respective Advocates. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

4. The undertakings, if any, in the Consent Terms are accepted as undertakings to the Court.

5. The Second Appeal is disposed of in accordance with the Consent Terms.

6. In view of disposal of Second Appeal, Interim Application No.3178 of 2021 pending therein also stands disposed of.
7. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
8. 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.
9. 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.
10. It is noted that the Court appreciates the efforts made by the learned Counsel appearing for the parties in facilitating the amicable settlement by adopting a fair approach.

(Dr. N. K. Gokhale, J)