

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

SECOND APPEAL NO. 26 OF 2023

Dedhia Builders and Developers
(India) LLP

..Appellant.

v/s.

Anand Singhee & Anr.

..Respondents

Mr. Nilesh Gala a/w. Adv. Minil Shah, Adv. Manish Gala i/b. for the
Appellant/Applicant.

Mr. R.S.Lodhi for the Respondent.

Respondent No.2 Aashish Singhee present on V.C.

CORAM : ANUJA PRABHUDESSAI, J.

DATED : 9th NOVEMBER, 2023.

P.C.

1. The appellant has challenged the Order dated 29.09.2022 in Appeal No. AT006000000053306 passed by Maharashtra Real Estate Appellate Tribunal dismissing the Misc. Application No.559 of 2021 for condonation of delay.

2. During pendency of the appeal, the parties have entered into settlement. They have placed on record the consent terms which are signed by Sonesh Dedhia-Authorized signatory as well as Power of Attorney of the Appellant, and by Respondent No.1 Anand Singhee on his behalf and as Power of Attorney of Respondent No.2.

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3. The Authorized signatory- Power of Attorney of the Appellant, and the Respondent No.1 are present before the Court. They confirm the contents of the consent terms. Respondent No.2 who is present through video conferencing confirms that he has authorized his brother Anand Singhee to enter into consent terms on his behalf. The Respondent No.2 has also confirmed the contents of the consent terms. They have placed on record the consent terms which read thus:

CONSENT TERMS:

“1. The Appellant and the Respondents (hereinafter collectively referred to as “the Parties”) have amicably resolved and settled all their disputes mutually, which have arisen out of Order dated 9th November, 2018 passed by the MahaRERA in Complaint No. CC006000000055293, Order dated 12.02.2021 passed by the Maharashtra Real Estate Appellate Tribunal in Appeal No. AT006000000010981 and Order dated 29.09.2022 in Appeal No.AT006000000053306 and which is the subject matter of the present Second Appeal.

2. The Respondents agree and undertake to this Hon’ble Court that they have no grievance of whatsoever nature against the Appellant with respect to their respect of Flat No. 2102 on the 21st floor of the building named El-Canto (“**the said flat**”) situated at Ghodbunder Road, Village Kavesar, Thane purchased by the

*Respondents from the Appellant by a registered Agreement for Sale dated 27th June, 2017 duly registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. TNN5-7400-2017 (hereinafter referred to as “**the said Agreement**”).*

3. *The summary of facts leading to the present proceedings is as under:*

- a) The Respondents agreed to purchase the said flat under said Agreement on the terms and conditions more particularly mentioned therein.*
- b) The Respondents filed a RERA Complaint bearing CC006000000055293 before the Maharashtra Real Estate Regulatory Authority, which came to be dismissed vide Order dated 9th November, 2018*
- c) The Respondents filed an Appeal No.AT006000000010981 before the Maharashtra Real Estate Appellate Tribunal, which came to be disposed off vide order dated 12.02.2021.*
- d) Aggrieved by the Order dated 12.02.2021 passed by the Appellate Tribunal, the Appellant filed a Review Application No. 22 of 2021 in Appeal No. AT006000000010981 and the Respondent also filed Appeal AT006000000053306 of 2021 before the Maharashtra Real Estate Appellate Tribunal along with*

Miscellaneous Application No. 559 of 2021 for Condonation of Delay. The Application for Condonation of Delay came to be rejected vide Order dated 29.09.2022.

e) The Respondents filed an Execution Application No. 18 of 2021 in Appeal No. AT006000000010981 before the Maharashtra Real Estate Appellate Tribunal seeking execution of the Order dated 12.02.2021 passed by the Appellate Tribunal.

f) Aggrieved by the Order dated 29.09.2022 passed by the Appellate Tribunal, the Appellant filed the instant Second Appeal before this Hon'ble Court. During the hearing before this Bombay High Court, the Parties entered into settlement talks and accordingly the Parties have mutually decided to settle the disputes between the parties.

*4. The Appellant and the Respondents respectively irrevocably and unconditionally release, waive and forever relinquished any and all claims, causes of action, liabilities, obligations, indebtedness, attorneys' fees, demands, suits, cost, expenses or damages of every kind and nature (hereinafter collectively referred to as "**Claims**") that they respectively have or may have against each other arising out of or in connection with the subject matter of the present Second Appeal and /or anything arising out*

of or in connection with the subject matter of the present Second Appeal and/or anything arising out of or in connection with the said Agreement, save and except what is agreed between the parties under the present Consent Terms.

5. *The Parties confirm and undertake that upon execution of these Consent Terms, all the disputes between the Parties are resolved and the Parties shall not initiate any legal proceedings in any Court of Law, Tribunals and/or any authorities against each other with respect to said Flat and/or anything arising out of or in connection with the subject matter of captioned Second Appeal and/or anything arising out of or in connection with the said Agreement save and except save and accept any proceedings for implementation of these Consent Terms or non fulfillment of any obligations cast on the respective parties under these Consent Terms. The Parties agree that the present Terms record and constitute full and final settlement of all the Claims that the Respondents have/may have against the Appellant with respect to the said Flat and/or the said Agreement. By consent of the Parties the Impugned Order dated 29.09.2022 passed in M.A. No. 559 of 2021 in Appeal No. AT006000000053306 stand quashed and set aside.*

6. *The Appeal No. AT006000000053306 and Review Application No. 22 of 2021 in Appeal No.AT006000000010981*

filed by the Appellants before the Appellate Tribunal is hereby allowed by consent of the Parties. The Parties further Consent that the Order dated 9th November, 2018 in Complaint No. CC006000000055293 passed by the MahaRERA and Order dated 12th February, 2021 passed by the Appellate Tribunal in Appeal No. AT006000000011108 stands quashed and set aside.

7. The Parties hereto unconditionally withdraw all the allegations made against each other; and record that the Parties have entered into these Consent Terms under the legal advice and with their free will and volition.

8. The Parties agree that the captioned Second Appeals be disposed of in terms of these consent terms filed before the Hon'ble Bombay High Court and the Respondent agrees, confirms and undertake to unconditionally withdraw the Execution Application No. 18 of 2021 and Appeal No. AT006000000010981 on the next scheduled date of hearing fixed before the Appellate Tribunal after the execution of the present Consent Terms.

9. In view of the above settlement between the Parties, the Respondents have accepted a One Time Settlement Demand Draft issued by the Appellant, which shall not be treated/ used as a precedent in any other matter against the Appellant.

10. The Parties further undertake not to question/dispute the terms and conditions of these Consent Terms, which shall be

binding upon them including their respective successors-in-title, legal representatives, executors, administrators and assigns.

11. The Parties hereby agree to bear their own legal costs and fees. The Parties hereto, pray to this Hon'ble Court that the Consent Terms be taken on record and orders may be passed accordingly."

12. The parties have identified their signatures and confirmed the consent terms. They confirm having entered into consent terms willingly and on their own volition. The consent terms are taken on record and marked 'X' for identification.

13. Second appeal stands disposed of in terms of the consent terms.

(ANUJA PRABHUDESSAI, J.)