

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 580 OF 2024

Pravin Kumar Brijendra Kumar Agarwal & Anr. .. Petitioners

Versus

Lokhandwala Kataria Construction Pvt Ltd .. Respondent

.....

- Ms. Sonali Shelar for Petitioners
- Ms. Naseem Patrawala for Respondent

.....

CORAM : MILIND N. JADHAV, J.

DATE : JUNE 19, 2024

P. C.:

1. Heard Ms. Shelar, learned Advocate for Petitioners and Ms. Patrawala, learned Advocate for Respondent.

2. Parties have reconciled their disputes and filed Consent Terms dated 15.06.2024 which are signed by Petitioner Nos. 1 & 2, Authorized Signatory of Respondent as well as both the learned Advocates. I have perused the Consent Terms and on reading the same, it is seen that there can be no impediment in taking the Consent Terms on record for disposal of the present Writ Petition. Consent Terms is running into two pages. They are taken on record and marked “X” for identification. For the purpose of reference and convenience, they are scanned and reproduced below:-

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

WRIT PETITION NO. 580 OF 2024

Pravin Kumar Brijendra Kumar Agarwal and Anr ...Petitioner

Versus

Lokhandwala Kataria Construction Pvt. Ltd ... Respondent

CONSENT TERMS

- Respondent*
Respondent
1. The ~~Petitioner~~ ^{Respondent} had filed Notice of Motion No. 2639 of 2023 in Suit No. 1281 of 2023 in The Bombay City Civil Court with regards to Flat No. 4404 (As per approved plans 32nd level numbered as 44th), in Wing 'A' of Minerva building and the same was ~~rejected~~ ^{allowed} vide order dated 11-09-2023. Thereafter against the said Order Petitioner filed Writ Petition bearing No. 580 of 2024 before the Hon'ble High Court Bombay and the same is pending before Hon'ble High Court Bombay.
 2. Pursuant to various discussions, an amicable settlement has arrived between the parties i.e. the Respondent and the Petitioner by which it is agreed that the said Writ Petition No. 580 of 2024 be set aside by consent.
 3. In view of this amicable settlement, it is further agreed that all the cases, complaints, suits, petitions, appeals etc. if any filed by either parties in any Court of Law, Tribunal or any other Authority/s including but not limited to any other Judicial or Quasi-Judicial Authority or any notices if sent against/by Lokhandwala Kataria Construction Pvt. Ltd or its Directors will be unconditionally and irrevocably stand withdrawn and that neither party shall file any further cases, complaints, suits, petitions or issue any notice against each other with regards to the subject Flat.
 4. These consent terms constitute the entire agreement between the Parties in respect of their entire disputes and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and all other communications between the Parties with respect to such disputes.
 5. All other allegations, claims, contentions, disputes and proceedings made by the parties against each other hereby stand withdrawn.



6. This Consent terms shall not deemed to be admission of claims made by the Petitioner and shall not be relied upon by other allottees in the project in any manner whatsoever and shall always remain private and confidential.
7. The present Petition stands disposed of in terms of these Consent Terms.
8. Parties to bear their respective costs.

Dated this 15 day of June, 2024.

Respondent:

Lokhandwala Kataria Construction
Pvt. Ltd.

For LOKHANDWALA KATARIA CONSTRUCTION (PVT) LTD.

Director

Authorized signatory



For PATRAWALA & CO.

NP Patrawala
Proprietor
Advocate for Respondent

Petitioner:

(Mr. Pravin Kumar Brijendra
Kumar Agarwal)

(Mrs. Jyotsna Agarwal)

Adv

Advocate for Petitioner
Adv. Sonali Shelar

3. The obligations and undertaking recorded in the Consent Terms are accepted as undertaking given to this Court and the parties shall abide by the same.
4. Order in terms of the Consent Terms.
5. In view of the above, Writ Petition is disposed.

Amberkar

[MILIND N. JADHAV, J.]

RAVINDRA
MOHAN
AMBERKAR
Digitally signed
by RAVINDRA
MOHAN
AMBERKAR
Date:
2024.06.19
19:36:18 +0530