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IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL DIVISION

COMM ARBITRATION PETITION NO.304 OF 2019

Oil and Natural Gas Corporation Ltd. ...Petitioner

*Versus*

Anchor Offshore Services Ltd. ...Respondent

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O. Mohandas, J.P. Kapadia, Ojas Chitre and Maitri Yadav i/b Little  
and Co. for the Petitioner.

Alisha Lambay i/b. M/s. Lambay and Co. for the Respondent  
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CORAM : R.I. CHAGLA J.

DATE : 3RD APRIL, 2024.

ORDER :

1. The Petitioner and Respondent have settled their disputes. Consent Terms dated 3rd April, 2024 are tendered. The Consent Terms are taken on record and marked 'X' 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.

2. In Clause 6 of the Consent Terms the parties have confirmed that the amount of Rs.2,00,00,000/- lying with the Prothonotary and Senior Master along with the accumulated interest be released in favour of ONGC, by way of cheque to be issued in the name of F & AO, ONGC, Mumbai. The parties have further agreed that the Prothonotary and Senior Master will refund the entire amount of Rs.2,00,00,000/- along with the accumulated interest as on date of realization / closing the fixed deposit within 10 working days from the date of filing of these Consent Terms.

3. This order is passed in terms of the Consent Terms. The Prothonotary and Senior Master shall act accordingly.

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

5. The Commercial Arbitration Petition is allowed to be withdrawn unconditionally by the Petitioner.

6. The Commercial Arbitration Petition is disposed of as withdrawn in accordance with the Consent Terms.

7. The Interim Application / Notice of Motion, if any, does not survive and is disposed of.
8. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
9. 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.
10. 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.

**[ R.I. CHAGLA J. ]**