

Sharayu Khot.

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

COMMERCIAL ARBITRATION PETITION NO. 270 OF 2022
WITH
INTERIM APPLICATION NO. 2700 OF 2022

Vaibhav Vishant

...Petitioner

Versus

Dewan Housing Finance Corporation Ltd. & Co. ...Respondents

Mr. Mohan Bir Singh a/w Mr. Rahul Jalan i/by MBS & Co. for the
Petitioner.

Ms. Priya Niguekar i/by The Chamber of Jongra for the Respondent
No. 1.

Mr. Rishikesh Suri for the Respondent No. 2.

CORAM : R.I. CHAGLA J

DATE : 9 February 2024

ORDER :

1. The learned Counsel appearing for the Petitioner has referred to the Consent Terms dated 8th December 2022, which have been filed before the Maharashtra Real Estate Regulatory Authority in Complaint No. CC 282125 of 2022. The Consent Terms have been entered into between the Petitioner and the Respondent No. 2 herein.

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2. Consent Terms dated 8th December 2022 executed between the Petitioner and the Respondent No. 2 herein are tendered, taken on record and marked “X” for identification.

3. In Clause 10 of the Consent Terms, it has been agreed between the parties that these Consent Terms will be filed in the above Commercial Arbitration Petition No. 270 of 2022 and this Court upon accepting the Consent Terms, dispose of the Commercial Arbitration Petition in terms of the Consent Terms.

4. The learned Counsel appearing for the Petitioner has sought an acceptance of the undertakings, which have been given by the parties in Clause 9 of the Consent Terms to be treated as undertakings to this Court.

5. Considering the settlement arrived at between the Petitioner and the Respondent No. 2, Commercial Arbitration Petition No. 270 of 2022 stands disposed of against Respondent No. 2 in terms of the Consent Terms.

6. The learned Counsel appearing for the Petitioner states

that the Petitioner does not intend to proceed with the matter against Respondent No. 1 and Respondent No. 3, in view of the settlement arrived at with Respondent No. 2. Accordingly, Commercial Arbitration Petition stands disposed of as withdrawn against the Respondent Nos. 1 and 3.

7. In view of disposal of the above Commercial Arbitration Petition, Interim Application does not survive and is accordingly, disposed of.

8. There shall be no order as to costs.

[R.I. CHAGLA J.]