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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

**SECOND APPEAL NO. 598 OF 2024
WITH
INTERIM APPLICATION NO. 15313 OF 2023
IN
SECOND APPEAL NO. 598 OF 2024**

Rushi Builder and Developers
through its Partners

.....Applicants

Vs.

Vijay Chindhuji Bakane and anr

.....Respondents

Mr. Chirag Kamdar a/w Mr. Pranav Khatkul i/b Janu V. Gulati
Advocate for the Appellants

Mr. Manish Gala a/w Mr. Nilesh Gala i/b Law Squire for the respondent
Mr. Vijay Bakane and Mrs. Surekha Bakane respondent present in
Court

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CORAM : GAURI GODSE, J.

DATE : 27th JANUARY 2025

ORDER:

1. Learned counsels for the parties have tendered consent terms dated 24th January 2025. The consent terms are signed by the partner of the appellant. The authority letter of remaining partners authorising the signatory to sign on behalf of the partners and the firm is annexed to the consent terms. The respondents have also signed the consent

terms. The respective advocates for the parties have signed the consent terms. The signatories are present in the Court. They identify their signatures and admit the terms and conditions of the consent terms to be true and correct.

2. Learned counsel for the respondents submits that the demand draft for an amount stated in clause 4(a) is handed over to the respondents.

3. Consent terms dated 24th January 2025 is taken on record and marked 'X' with today's date for identification. The terms and conditions of the consent terms are legal and valid. In view of the amicable settlement between the parties, they consent for setting aside the impugned orders.

4. In view of the settlement, the appellants shall be entitled to withdraw the amount deposited in the Maharashtra Real Estate Appellate Tribunal as agreed in clause 4(e).

5. The assurances and undertaking recorded in the consent terms are accepted as undertakings to the Court.

6. The second appeal is disposed of in terms of the consent terms. In view of the agreed terms, the orders impugned in the second appeal

are quashed and set aside.

7. In view of disposal of second appeal, pending applications, if any, are disposed of as infructuous.

[GAURI GODSE, J.]