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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. 728 OF 2024
WITH
INTERIM APPLICATION NO. 15978 OF 2024**

M/s. Unique Shanti Developers LLP ... Appellant/Applicant

vs.

Rajesh Vijay Dubey ... Respondent

Mr. Manan Sharma for Appellant.

Mr. Manoj Shukla i/b. Vinod Kumar Shukla for Respondent.

CORAM : GAURI GODSE, J.

DATED : 21st APRIL 2025

ORDER:

1. Learned counsels for the parties have tendered consent terms dated 20th April 2025. The consent terms are signed by the partner of the appellant and his advocate. The consent terms are also signed by the respondent and his advocate. The signatories of the consent terms are present in the court.

2. Learned counsels for the parties submit that in paragraph 11 of the consent terms, there is a typographical error in mentioning the word 'petitioner' in place of 'complainant'. The parties are therefore

permitted to correct paragraph no.11 of the consent terms for replacing the word 'petitioner' with the word 'complainant'.

3. Learned counsel for the respondent has tendered an affidavit dated 21st April 2025, clarifying that the stamp duty, registration fees and GST on the agreement for sale shall be paid by the respondent, i.e. the complainant. The affidavit is filed to clarify the terms and conditions agreed between the parties.

4. The corrected consent terms and the affidavit are taken on record and marked 'X1' and 'X2' respectively with today's date for identification.

5. I have perused the terms of the consent terms and the affidavit of the respondent. The terms agreed between the parties are legal and valid. The assurances recorded in the consent terms and the affidavit are accepted as undertakings to this court.

6. Second appeal is disposed of in terms of consent terms. In view of disposal of the second appeal, the interim application is disposed of as infructuous.

(GAURI GODSE, J.)