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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. 195 OF 2025
WITH
INTERIM APPLICATION NO. 6683 OF 2025**

L and T Parel Projects LLP ... Appellant
(now Elante Properties Pvt. Ltd.)

Vs.

Shamsunder Jairamdas Bajaj ... Respondent

Mr. Vikramjit Garewal a/w. Mr. Abir Patel (through VC) and Mr. Protyusha Thanawala i/b. M/s. Wadia Ghandy & Co. for the Appellant.

Mr. Akshay Udeshi for Respondent.

Mr. Hareesh Kumar (through VC) Representative for Appellant present.

Mr. Shamsunder J. Bajaj (through VC), Respondent present.

CORAM : GAURI GODSE, J.

DATE : 9th MAY 2025

ORDER :

1. Learned counsel for the parties have tendered consent terms dated 25th April 2025. The consent terms is signed by the authorised representative of the appellant and his Advocate. Consent terms is also signed by the respondent i.e. original complainant and his Advocate. The signatories have joined through video conference. They admit their signatures on the consent terms and also admit that the terms and conditions recorded in the consent terms are true

and correct. The respondent confirms receipt of the amount as recorded in the consent terms.

2. Consent terms dated 25th April 2025 is taken on record and marked "X" with today's date for identification.

3. I have perused the terms. The terms recorded in the consent terms are legal and valid.

4. In view of the consent terms the impugned orders are quashed and set aside by consent of parties. By consent of the parties the appellant is at liberty to withdraw the amount from the RERA Appellate Tribunal as recorded in paragraph 9(vi) of the consent terms.

5. The assurances recorded in the consent terms are accepted as undertakings to this court.

6. Second appeal is disposed of in terms of the consent terms.

7. In view of disposal of the appeal, interim application is disposed of as infructuous.

[GAURI GODSE, J.]