

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 328 OF 2024

N K Lifestyle

...Petitioner

Versus

Shree Sai Chhatra Cooperative Housing Society Ltd.
& Ors

...Respondents

Mr. Vishal Kannade, *a/w Kartik Tiwari, Aditya Kanchan, i/b Lakshyavedhi Legal, for the Petitioner.*

Mr. Jinal Rathi, *i/b Rahul Karnik, for Respondent No.1.*

Mr. Abhijeet A. Desai, *a/w Mohini A.R., Vijay Singh, Digvijay Kachore, Daksaha P, Karan Gajra, S. Sontakke, for Respondent Nos.2, 3, 4, 5.*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 25, 2025

PC :

1. Learned Counsel for the parties submit that all the disputes and differences among them now stand settled and the Court need not adjudicate upon this Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996.

2. A copy of the Consent Terms executed between the Petitioner and the Respondents has been tendered and is taken on record. The parties, along with their Advocates who are present in the Court have affirmed that they have executed the Consent Terms. The only facet left

is the cheque number and the date for the payments to be made by Respondent Nos.2 to 5 to the Developers, which is to be delivered after the execution. Learned Counsel for the parties fairly state that they shall complete these formalities in the course of the day.

3. The undertakings contained in the Consent Terms shall be regarded as undertakings given to the Court in view of the submissions by the Learned Counsel that there is nothing in the Consent Terms that is contrary to the law. In the aforesaid terms, taking the Consent Terms on board, the Section 9 Petition is ***finally disposed of.***

4. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]