

Sumedh

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

COMMERCIAL ARBITRATION PETITION NO.62 OF 2021

Inox Wind Limited	... Petitioner
v/s.	
Atul Shivdas Ganatra	... Respondent

**WITH
INTERIM APPLICATION (L) NO.3106 OF 2021
IN
COMMERCIAL ARBITRATION PETITION NO.62 OF 2021
WITH
INTERIM APPLICATION (L) NO.33633 OF 2024
WITH
INTERIM APPLICATION NO.384 OF 2025
IN
INTERIM APPLICATION (L) NO.3106 OF 2021
WITH
INTERIM APPLICATION NO.630 OF 2024
WITH
INTERIM APPLICATION NO.2107 OF 2024
WITH
INTERIM APPLICATION (L) NO.6940 OF 2023
IN
COMMERCIAL EXECUTION APPLICATION NO.84 OF 2023
WITH
INTERIM APPLICATION (L) NO.17436 OF 2023
IN
INTERIM APPLICATION NO.3005 OF 2021
WITH
COMMERCIAL EXECUTION APPLICATION NO.84 OF 2023**

Mr. Mutahhar Khan a/w. Adv. Jyoti Sinha, Adv. Apoorv Karekar,
Adv. Yashasvi Kanodia i/by Khaitan & Co. for the Petitioner.

Dr. Birendra Saraf, Advocate General a/w. Adv. Priyank Kapadia,
Adv. Maneck Mulla, Adv. Anuja, Adv. Shivani for the Respondent.

CORAM : KAMAL KHATA, J.

DATED : 6TH NOVEMBER 2025.

P.C. :

1. Learned Advocates for the parties submit that the disputes between them have been amicably settled and tender the duly executed Consent Terms.
2. The parties to the Consent Terms, who are present in Court, have been identified by the Court Associate and have confirmed their signatures on the Consent Terms. The Advocates for the respective parties have also appended their signatures alongside those of their clients, confirming execution thereof.
3. The parties present confirm before the Court that the Consent Terms have been executed voluntarily, of their own free will, and without any coercion or undue influence.
4. The Consent Terms tendered are accepted and marked "X" for identification with today's date.
5. Upon perusal, the Consent Terms are found to be in order, not contrary to law, and reflective of the true intentions of the parties.
6. I am satisfied that the terms recorded in the Consent Terms constitute a valid settlement of the commercial disputes between the parties.

7. The Consent Terms record that, in addition to the sums already withdrawn by the Respondent, the Respondent shall be entitled to withdraw a further sum of Rs.3,69,47,143/- (Rupees Three Crores Sixty Nine Lakhs Forty Seven Thousand One Hundred Forty Three only) lying with the Ld. Prothonotary and Senior Master, and that the balance amount deposited in Court shall be returned to the Petitioner.

8. The Ld. Prothonotary and Senior Master is directed to forthwith encash the fixed deposits made pursuant to deposit of the awarded amount by the Petitioner and pay a sum of Rs.3,69,47,143/- (Rupees Three Crores Sixty Nine Lakhs Forty Seven Thousand One Hundred Forty Three only) to the Respondent without further Orders of this Court. The balance amount remaining with the Ld. Prothonotary and Senior Master shall be returned to the Petitioner without further orders of this Court.

9. All original security documents submitted by the Respondent, namely the Bank Guarantee (submitted by the Respondent) and the original title Documents and other documents pertaining to Flat No.4902, Wing 'A' on Floor 49 of the building known as "Minerva" situated on land bearing C.S. No.1(pt) & 2(pt) at Lower Parel Division, Mumbai 400011

(‘Security Flat’) furnished as security towards withdrawal of monies pursuant to the orders of the Hon’ble Supreme Court, shall be forthwith returned to the Respondent.

10. The representation, confirmations, and undertakings recorded in the Consent Terms are accepted as undertaking to this Court.

11. The Registry shall ensure that the hard copy of the signed Consent Terms is permanently retained on record and not sent for destruction in the ordinary course.

12. The Application that is to be filed by the parties before the MSEDCL, as referred in paragraph No.21 of the Consent Terms, if made, shall be disposed of by MSEDCL as expeditiously and, in any event, within three months from the date of such filing.

13. Commercial Arbitration Petition No.62 of 2021 stands disposed of in terms of Consent Terms.

14. Contempt Petition (Commercial Division) No.15 of 2025 (not on board) also stands disposed of in terms of the Consent Terms.

15. In view of the disposal of the Commercial Arbitration Petition, all connected Interim Applications and Commercial Execution Applications do not survive and stand disposed of as infructuous.

(KAMAL KHATA, J.)