## BEFORE MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL MUMBAI

## 25) Appeal No. AT00600000053509/22

Mangal Buildhome Pvt. Ltd.

... Appellant

V/s.

R. Ganeshan & Suvarnalatha Ganeshan & 2 Ors. ... Respondents

## **Alongwith**

## 26) Appeal No. AT00600000053513/22

Vishwas Co-op Hsg. Soc.

... Appellant

V/s.

R. Ganeshan & Suvarnalatha Ganeshan & 3 Ors. ... Respondents

Adv. Ms. Payal Jain for Appellant in Sr. No. 25 Adv. Ms. Minal Jadhav for Appellant in Sr. No. 26 None for Respondents

CORAM: SHRI S. S. SHINDE J., CHAIRPERSON &

DR. K. SHIVAJI, MEMBER (A)

DATE: 8th April, 2024

(THROUGH VIDEO CONFERENCE)

Advocate Ms. Payal Jain for the Appellant Mangal Buildhome Pvt. Ltd. and Advocate Ms. Minal Jadhav for Vishwas Co-op. Hsg. Society, Mrs. Suvarnalatha Ganeshan, Respondent No. 2 in person for herself and on behalf of her husband joined video conference and jointly submit that controversies in these two matters have been amicably settled, resolved and nothing remains pending. Consent terms have

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also been signed, executed, exchanged and filed with their free wills without any coercion.

- 2] Mrs. Ganeshan confirm that the consent terms are signed by her and further confirms the signature of her husband on the consent terms.
- 3] Learned Counsel appearing for the Appellant in both the matters upon instructions submit that the matters, pending before the Hon'ble Bombay High Court in the Second Appeal will also be withdrawn based on those consent terms.
- 4] Perused.
- 5] Learned Counsel for the Appellants in both the matters and the Respondent No. 1 in person jointly urged that the matter be disposed based on the consent terms.
- 6] Accordingly, both the Appeals stand disposed of on joint requests of the parties in terms of consent terms duly verified and placed on record by the parties, however at the risks and costs of the parties.

7] No costs.

(DR. K. SHIVAJI)

(S. S. SHINDE, J.)

SPK/25-26