

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

**SUIT (L) NO.135 OF 2019
WITH
NOTICE OF MOTION (L) NO.318 OF 2019
IN
SUIT (L) NO.135 OF 2019**

Arun D. MhatrePlaintiff
Vs.
Bakul Parekh and Ors.Defendants

Mr. R.A. Thorat, senior advocate I/b. Mr. Suryajeet P Chavan for plaintiff.
Mr. Arun D. Mhatre, plaintiff no.1 present in person.
Ms. Sharmishtha A. Mhatre, plaintiff no.2 present in person.
Mr. N.V. Walavalkar, senior advocate a/w. Mr. Upendra Mahadik I/b.
Mr. Prashant G. Karande for defendant nos.1 and 2.
Ms. Jaya Bagwe I/b. Ms. Sharmila Deshmukh for defendant no.6.
Mr. Bakul Parekh, defendant no.1 and Managing Director of defendant no.2
present.

**CORAM : K.R.SHRIRAM, J.
DATE : 13th FEBRUARY 2019**

P.C.:

1 At the outset, plaintiffs seeks leave to delete defendant nos.3 to
7. Leave granted. Parties also seek leave to add one Sharmishtha Arun
Mhatre as plaintiff no.2. Leave granted.

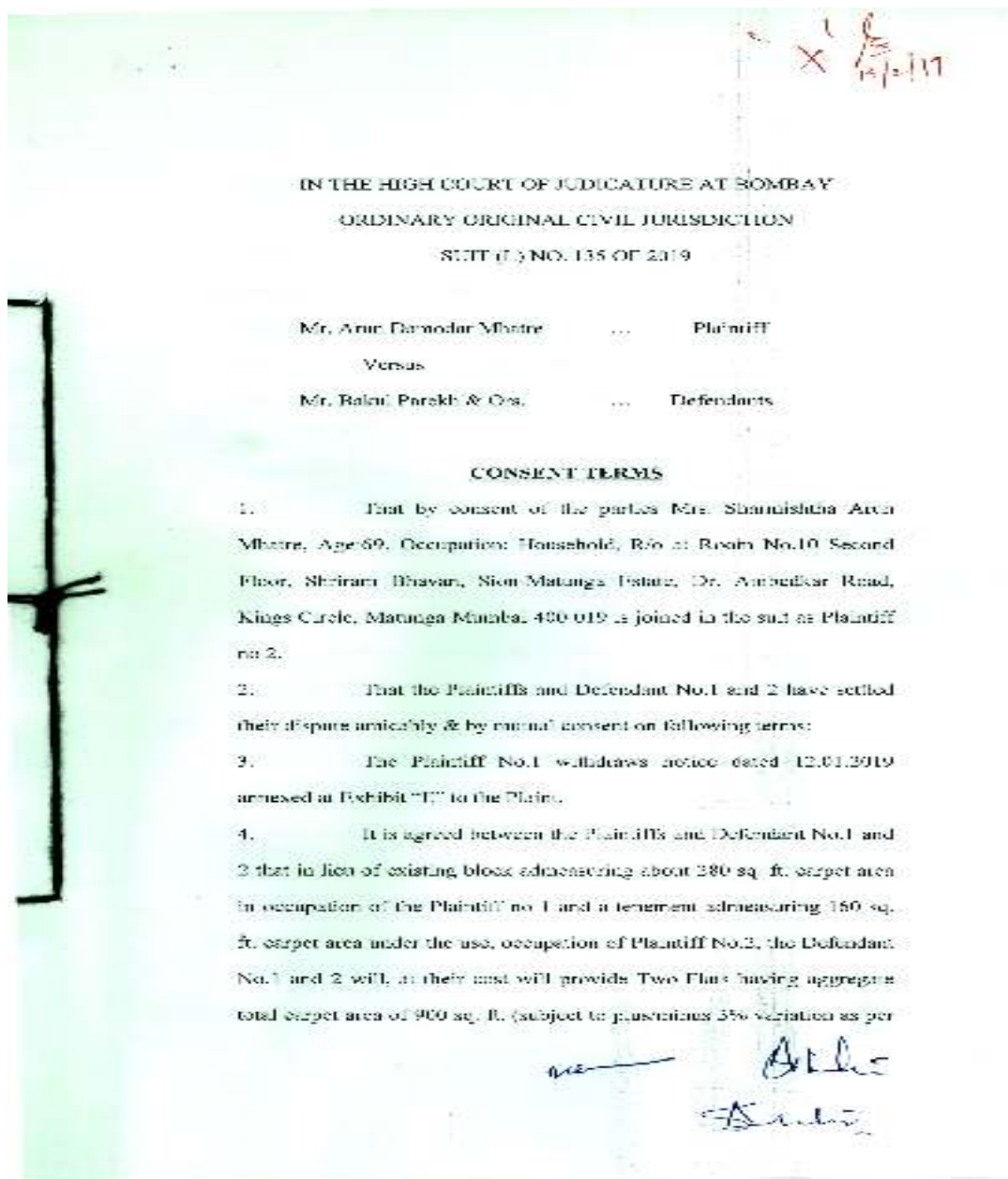
2 Both amendments to be carried out forthwith.

3 Plaintiffs and defendant nos.1 and 2 have entered into
consent terms dated 13th February 2019. The consent terms signed by
both plaintiffs, defendant no.1 and 2 and their respective advocates is
taken on record and marked "X" for identification. Both counsel state
that the signatories to the consent terms are present in Court and

identify them.

4 Order in terms of the consent terms. All statements in the consent terms apart from undertakings are accepted as undertakings to this Court.

5 For ease of reference, a scanned copy of the consent terms is reproduced hereinbelow :



grid of building lay out) in proposed new building to be constructed in lieu of "Shriram Bhavan" on the Suit Property.

5. The Defendant No.1 and 2 undertakes to pay an amount of Rs.1,75,000/- (@ Rs.15,910/- p.m.) to each of the Plaintiff's as compensation for 11 months on signing the Agreement for provision of temporary alternative accommodation and on vacating the existing premises as stated in clause No.3 above and continue to pay similar compensation till delivery of possession of permanent alternative accommodation i.e Two Flats having aggregate ~~total~~ carpet area of 900 sq. ft. as stated in clause No.3 above.

6. That the Defendant Nos. 1 & 2 undertakes to deliver the possession of 2 flats to the Plaintiff as mentioned in clause 2 above by completing the project of redevelopment/ construction of new building in lieu of "Shriram Bhavan" on the Suit Property, within a period of 3 years from ~~today~~ *date of Commencement Certificate*.

7. That two flats – one for the Plaintiff No.1 and one for the Plaintiff No.2 will be of aggregate carpet area of 900 sq. ft. (subject to plus/minus 3% variation as per grid of building lay out) and that the same shall be adjacent to each other on the same floor i.e. *Preferably 15th or above* ~~highest floor~~ *floor* to be constructed for the tenants.

8. That the Defendant Nos. 1 & 2 undertake to provide one *car* parking free of cost, for the Flat~~s~~ to be allotted to the Plaintiff no. 1 in the new building to be constructed in lieu of "Shriram Bhavan" on the Suit Property.

9. The Plaintiffs and Defendant Nos.1 & 2 have confirmed the arrangement as stated above and both have voluntarily agreed for the same. A Board resolution of Defendant No.2 company is annexed to these consent terms.

10. In view of aforesaid, there is no complaint whatsoever between the Plaintiffs and Defendant No.1 and 2 and all complaints made against each other hereby stand withdrawn and cancelled.

11. The Defendant No.1 and 2 shall bear expenses for registration of agreement and stamp duty levied upon the transfer/sale document in respect of 2 flats as mentioned above in clause 3 to be allotted / transferred as permanent alternative accommodation to be executed with the Plaintiffs.

12. No order as to costs.

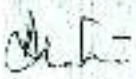
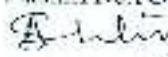
13. The Plaintiffs seeks permission to delete names of the Defendant No.3 to 7 from the present Suit and agree to withdraw the present Suit.

14. Decree be drawn as per aforesaid Consent Terms.

This 13th day of February 2019.

Identified by me: 
Advocate for the Plaintiffs

Identified by me: 
Advocate for Defendant Nos.1 & 2


Plaintiff No.1 (Arjun D. Mhatre)

Plaintiff No.2 (Sharmishtha A. Mhatre)


Defendant No.1 (Bakul Parekh)

For TANMAY APARTMENTS PVT. LTD.
Defendant No. 2 
DIRECTOR

Tanmay Apartments Pvt. Ltd.

Regd. Office: 2/2, SINDHI SOCIETY, OPP. GURUKRIPA HOTEL, SION (W), MUMBAI-400022. PTL:2401 8811/22. E-mail: bakul.chaturvedi@tanmay.com

Certified copy of the Resolution Passed at the Meeting of the Board of Directors of the Company M/s Tanmay Apartments Pvt. Ltd. held on 6th February 2019 at 11.00 A.M. at the Registered Office of the company at 2/2, Sindhi Colony, Opp. Gurukripa Hotel, Above Reliance Fresh, Sion West, Mumbai: 400022

RESOLVED THAT Mr. Bakul J. Parekh, Director of Tanmay Apartments Pvt. Ltd. having registered office at 2/2, Sindhi Colony, Sion West, Mumbai: 400022, be and is hereby authorized to :

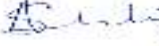
(a) Appear, sign, verify, declare, affirm, make, present, submit and file all necessary notices, plaints, petitions, written statements, affidavits, undertakings, vakalatnamas, declarations, Appeals, Revisions, applications, statements, complaints, papers and documents and all proceedings and matters in connection with any suit(s) or proceeding(s) filed by or against the Company before any court of law or any tribunal or any quasi-judicial or statutory or administrative authority; and

(b) Nominate, appoint and engage advocates, solicitors, counsel or other professionals and retainers; and to do all such acts, things, deeds as may be necessary or proper to carry out the purposes herein above mentioned.

For Tanmay Apartments Pvt. Ltd.


Director
(Ronit B. Parekh)


Bakul Parekh




6 Suit decreed in terms of the consent terms. Drawn up decree dispensed with. All interim applications also stand disposed. Refund of court fees, if any, in accordance with rules.

(K.R. SHRIRAM, J.)

The original order is corrected as per speaking to the minutes of the order dated 29th November 2019