

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

NOTICE OF MOTION (L) NO.577 OF 2019

IN

SUIT (L) NO.291 OF 2019

Rathachakra Investments & Finance Pvt Ltd ..Plaintiff

Vs.

Sachiv Sahni ..Defendant

Mr. Pradeep Sancheti, Senior Advocate a/w Mr. Rashmin Khandekar I/b Mr. Vikrant Shetty for Plaintiff

Mr. Kamal Goshar Director of Plaintiff present in court

Mr. Anush Sequeira a/w Mr. Hemant Salvi and Mr. Akshay Naik I/b Naik Patil Salvi Associates for Defendant

Mr. Sachiv Sahni Defendant present in court

CORAM : K.R.SHRIRAM, J.

DATE : 20th MARCH, 2019

P.C.:

1 Parties have entered into consent terms dated 18th March 2019. The consent terms are signed by Director of plaintiff, defendant and their respective advocates and the same is taken on record and marked as "X" for identification. The statements contained in the consent terms are accepted as undertakings by defendant, Mr. Kamal Goshar for himself and as Director for and on behalf of plaintiff.

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

X¹ 20/3/19

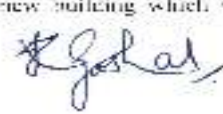
**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (I.) NO. 291 OF 2019**

Rathachakra Investments & Finance	)	
Private Limited, a Private Limited Company	)	
registered under the Companies, Act, 1956	)	
and having its Registered Office at 102-A,	)	
Ranjit Sindhi, Dada Saheb Phalke Road,	)	
Dadar (Eas), Mumbai - 400014	)	Plaintiff
Versus		
Mr. Sachin Sahni, an adult, Mumbai, Indian;		
Inhabitant, residing at Sahni Villa, Plot No.;		
3717, Khari Abdul Gaffar Khan Road, Worli;		
Seafac, Worli, Mumbai 400018.	)	Defendant

Counsel: K. R. Shrivastava, J.
Date: 18th March, 2019

**CONSENT TERMS BETWEEN THE PLAINTIFFS AND THE
DEFENDANT ABOVENAMED**

1. The Plaintiff's have filed the aforesaid Suit for the reliefs as prayed for in the Plaint. The Plaintiff's and the Defendant have mutually resolved, agreed and settled their ongoing disputes and have arrived at an amicable settlement in the present Suit on the following terms and conditions:
2. The Defendant hereby expressly agrees that the Defendant will fulfil the following conditions and undertakes to this Hon'ble Court that
 - 2.1 The Defendant shall allot and handover to the Plaintiff on "ownership basis", 1 (One) non-furnished Duplex Apartment measuring not less than 5484 sq. ft. (509.48 sq. mtrs.) Carpet Area to be located on 15th Habitable Floors immediately above the Car Parking Floors of the proposed new building which will be

constructed on the Plot No. 7/17, Khun Abdul Gaffar Khan Road, Worli Sea-face, Worli, Mumbai - 400 018 (hereinafter called the "New Apartment"), *in lieu of* the Plaintiffs' existing Residential Apartment admeasuring 3385 sq. ft. (314.47 sq. mtrs.) on the First Floor of the Building "Sahini Villa" along with 1 closed Garage situated at Worli Sea-face, Mumbai - 400 018 (the "Suit Property") **ALONG WITH 8 (Eight) covered Car Parking Spaces** in the Parking Floors of the proposed New Building. The said New Apartment and the said Parking Spaces, unless otherwise individually referred to are collectively referred to as the "said Premises". In case, due to planning requirements, the Carpet Area of the New Apartment is more or less by $\pm 5\%$, the Plaintiff or the Defendant will compensate the other for the difference in the Carpet Area at the prevailing Ready Reckoner Rate/Value at the time of taking possession of the New Apartment.

- 2.2 The Defendant shall pay to the Plaintiffs, monthly Rent for stay in temporary accommodation @ **Rs. 150/- per sq. ft. Carpet Area** of the Existing Apartment from the time of the Plaintiffs handing over vacant and peaceful possession of the Existing Apartment for redevelopment till such time the Defendant hands over vacant and peaceful possession of the New Apartment after obtaining Occupation Certificate (OC). The monthly Rent will be paid in advance for every year without any increase.
- 2.3 the Defendant shall pay to the Plaintiffs, Brokerage for the temporary accommodation equivalent to 1 (one) month's Rent at the time of the Plaintiffs handing over vacant possession of the Suit Property to the Defendant for redevelopment after receipt of the DOD from the MCGM.
- 2.4 the Defendant shall obtain DOD from the MCGM within 6 (Six) months upon signing these Consent Terms. Defendant shall obtain the Commencement Certificate within 3 (Three) months from obtaining the DOD and shall complete the entire project within 3 (Three) years from the date of obtaining Commencement Certificate with a grace period of 6 (Six) months with Occupation Certificate.




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3. The Plaintiff expressly hereby agrees and undertakes that the Plaintiff will sign, execute and register any further documents as may be necessary or required by any Statutory Authority and for the smooth redevelopment of the Property.
4. The Parties hereby declare and confirm that the allotment of the New Apartment made here under by the Defendant to the Plaintiffs are in full and final settlement of all their disputes, rights, claims and demands and that neither the Plaintiffs nor the Defendant have any further claims or demands whatsoever against each other.
5. In view of the present Consent Terms, the Plaintiff withdraws the Notice of Motion (L) No. 577 of 2019 filed in the present Suit.
6. ~~Refund of Court fees as per Rates.~~ 
7. ~~No order as to costs.~~ 
8. ~~Liberty to apply.~~ 
9. The present Suit be ordered and decreed in terms of this Consent Terms.

Dated this 18th day of March 2019.

For RATHACHAKRA INVESTMENTS & FINANCE PRIVATE LIMITED  Mr. Kamal Goshal (Director) (Plaintiff)	 SACHIV SAHNI (Defendant)
 Mr. Vikram D. Shetty (Advocates for the Plaintiff)	For M/s. Naik, Patil, Salvi & Associates  Mr. Ajinkya Patil (Advocates for the Defendant)

RATHACHAKRA INVESTMENTS & FINANCE PVT. LTD.
Third A, Kanga Road, Dada Sahas Phule Park, Dharu (ex-3), Mumbai 400014

**CERTIFIED COPY OF THE EXTRACTS OF MINUTES OF THE MEETING OF
 THE BOARD OF DIRECTORS HELD ON 07-01-2019 AT 4.00 P.M. AT THE
 OFFICE OF THE COMPANY**

PRESENT:

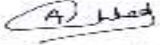
Mr. Kamal C. Goshai, Director
 Mr. Amar N. Chheda, Director

The Company is a tenant/occupant in respect of a Residential Apartment measuring 3385 sq. ft. Carpet Area in building "Sahni Villa" standing on Plot No. 7/17, Khan Abdul Gaffar Khan Road, Worli Seaside, Worli, Mumbai 400018 under the Tenancy Agreement dated 27-04-2012.

The Company intends to file appropriate legal proceedings against Mr. Sachin Sahni, the Owner of "Sahni Villa" for redevelopment of the building and has decided to authorize Mr. Kamal C. Goshai, Director to take all necessary steps in that regard.

RESOLVED THAT Mr. Kamal C. Goshai be and is hereby authorized to engage Advocates, Solicitors, Counsel and sign and verify the Plaints, Affidavits, Vakalatnama, Appeal, Consent Terms, Written Statements or any other kind of pleadings and also act, appear and give evidence in any any legal proceedings to be filed by the Company against Mr. Sachin Sahni or defend any such proceedings against the Company. Passed unanimously.

Certified to be a true copy


 Mr. Amar N. Chheda
 Director

- 3 Mr. Sancheti states that advocate on record within two weeks from today will remove all office objections. Undertaking accepted as an undertaking of the advocate on record.
- 4 Suit ordered and decreed in terms of this consent terms.
- 5 Refund of court fees as per rules with no order as to costs.

- 6 Liberty to apply, if there is a breach of the consent terms and for revival of the suit.
- 7 Drawn up decree dispensed with.
- 8 Notice of motion stand disposed.
- 9 All interim orders stand vacated.
- 10 All to act upon authenticated copy of this order.

(K.R. SHRIRAM, J.)