

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

NOTICE OF MOTION (L) NO.579 OF 2019

IN

SUIT (L) NO.294 OF 2019

Dhanji Vasanji Goshar)....Applicant/Plaintiff

V/s.

Sachiv Sahni)....Defendant

Mr.Girish Godbole a/w Mr.Rashmin Khandekar I/by Sanjiv R.Rawell
for plaintiff.

[Mr.Pankaj Goshar-Constituted Attorney of plaintiff present].

Mr.Hemant Salvi I/by Naik Patil Salvi Associates for defendant.

[Mr.Sachiv Sahni-defendant present in Court].

CORAM : K.R.SHRIRAM,J

DATE : 25.3.2019

P.C.:-

1. Parties have entered into consent terms dated 25.3.2019.

The same signed by plaintiff, defendant and their respective advocates
is taken on record and marked `X' for identification. Counsel state the
signatories are present in Court and identify them.

2. For ease of reference, the consent terms is scanned and
reproduced here in below :-

Handwritten signature and date: 27-1-19

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (C.) NO. 294 OF 2019**

Dhanji Vasirji Goshan, an adult, Mumbai, Indian }
Inhabitant, having his office at DNF BKC, }
B-Wing 701, Plot No. 68, G Block, Bandra }
Kurla Complex, Bandra (East), Mumbai 400051 } Plaintiff

Versus

Mr. Sachin Sahni, an adult, Mumbai, Indian }
Inhabitant, residing at Sahni Villa, Plot No. }
7/1, Khan Abdul Gaffar Khan Road, Worli }
Seaface, Worli, Mumbai 400018 } Defendant

Counsel: K. R. Shrivastava, J.

Date: 26th March 2019

**CONSENT TERMS BETWEEN THE PLAINTIFF AND THE
DEPENDANT ABOVENAMED**

1. The Plaintiff has filed the aforesaid Suit for the reliefs as prayed for in the Plaint. The Plaintiff and the Defendant have mutually reviewed, 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 he will fulfill the following conditions and undertakes to this Hon'ble Court that -
- 2.1 the Defendant shall allow and handover to the Plaintiff on "ownership basis", 2 (Two) non-furnished Duplex Apartments (initially measuring not less than 10,505 sq. ft. (975.94 sq. mtrs.) Carpet Area to be located on 36th and 50th Habitable Floors immediately above the Car Parking Floors ALONG WITH 8 (Eight) covered Car Parking Spaces in the Parking Floors of the proposed New

Handwritten signatures: Plaintiff and Defendant

Building which will be constructed on the Plot No. 7/17, Khan Abdul Gaffar Khan Road, Worli Sea-face, Worli, Mumbai 400018 (hereinafter called "New Apartments"), to being of the Plaintiff's existing Residential Apartment measuring 6250 sq. ft. (608.59 sq. mtrs.) on the Ground Floor, Staircase Racer and Outhouses of the Building, "Sahani Villa" along with 1 closed Garage situated at Worli Sea Face, Mumbai 400018 (the "Suit Property"). The said New Apartments 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 Apartments 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 Apartments.

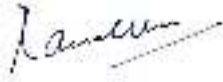
- 2.2 Defendant shall pay to the Plaintiff, monthly Rent for stay in temporary accommodation of Rs. 150/- per sq. ft Carpet Area of the Existing Apartment from the time of the Plaintiff handing over vacant and peaceful possession of the Existing Apartment for redevelopment till such time the Defendant hands over vacant and peaceful possession of the New Apartments 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 Plaintiff, Brokerage for the temporary accommodation equivalent to 1 (one) month's Rent at the time of the Plaintiff handing over vacant possession of the Suit Property to the Defendant for redevelopment after receipt of the IOI from the MCGM.
- 2.4 the Defendant shall obtain IOI from the MCGM within 6 (Six) months upon signing these Consent Terms. The Defendant shall obtain the Commencement Certificate within 3 (Three) months from obtaining the IOI 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 Apartments made hereunder by the Defendant to the Plaintiff is in full and final settlement of all his disputes, rights, claims and demands and that neither the Plaintiff 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 () No. 579 of 2019 filed in the present Suit.
6. The present Suit be ordered and decreed in terms of this Consent Terms.

Dated this 25th day of March 2019

 Mr. Dinaji V. Godhar through its constituted POA Holder Mr. Parul D. Godhar (Plaintiff)	 SACHIN SAHNI (Defendant)
For M/s. S.R. Rawell & Co.  Mr. S. R. Rawell (Advocate for the Plaintiff)	For M/s. Nalk, Patil, Salvi & Associates  Mr. Ajinkya Patil (Advocate for the Defendant)

3. All undertakings accepted. All statements accepted as undertakings to this Court.

4. Order in terms of consent terms. Refund of court fees in accordance with Rules.

5. Notice of Motion dismissed as withdrawn. Suit decreed in terms of consent terms. Drawn up decree dispensed with.

All to act on authenticated copy of this order.

(K.R.SHRIRAM,J)