

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

SUIT NO. 524 OF 2013

Hassanali Mukadam & Anr.

..Plaintiff/s

v/s.

The New Green Chamber C.HS & Anr.

..Defendant/s

Mr. Almas Safi for the Plaintiff/s

Mr. Jacint D' Souza for the Defendant No.1 .

Mr. Shrinivas Singh for the Defendant No.2.

**CORAM : SMT. ANUJA PRABHUDESSAI, J.
DATED : 22nd APRIL, 2019.**

P.C.

1. The learned Counsel for the Plaintiffs, at the outset seeks leave to amend the plaint so as to delete the names of the Defendant Nos.3 and 4 from the cause title. Leave granted. Names of Defendant Nos.3 and 4 are permitted to be deleted. Cause title be amended accordingly.

2. The learned Counsel for the Plaintiff and the learned Counsel for the Defendant Nos.1 and 2 state that the parties have entered into an amicable settlement. They have placed on record Consent terms which read thus:

“The parties herein have agreed to settle the disputes

amongst themselves upon the following terms:

1. It is hereby agreed, declared and confirmed by and between the parties that Plaintiff NO. 2 is represented by his father and his Constituted Attorney, the Plaintiff No. 1.

2. It is hereby agreed, declared and confirmed by and between the parties that the Defendant NO. 1 is represented through its Chairman Shri Abdul Hamid Shaikh duly authorized vide Resolution dated: 13.11.2018.

3. It is hereby agreed, declared and confirmed by and between the parties that the Defendant No. 2 is duly represented through its partner Shri Junedalam A. Khan.

4. It is hereby agreed, declared and confirmed by and between the parties that Plaintiff No. 1 is the owner of Flat No. 18, admeasuring 55.37 square meters in The New Green Chambers Co-operative Housing Society Ltd., 86/90, Sofia Zuber Road, Mumbai – 400 008.

5. It is hereby agreed, declared and confirmed by and between the parties that the Plaintiff No. 2 is the owner of Flat No. 17, admeasuring 55.37 square meters, in The New Green Chambers Co-operative Housing Society Ltd., 86/90,

Sofia Zuber Road, Mumbai – 400 008.

6. *It is hereby agreed, declared and confirmed by and between the parties that pursuant to Resolution passed in a Special General Body meeting of Defendant NO. 1 held on 25.07.2010, Defendant No. 2 has been appointed as the Developer to re-develop the Building known as The New Green Chambers Co-operative Housing Limited. Accordingly an Agreement for re-development has been executed between Defendant No. 1 and Defendant No. 2.*

7. *It is hereby agreed, declared and confirmed by and between the parties that pursuant to agreement between the parties hereto, the Plaintiffs shall be entitled to two self-contained flat/s on ownership basis, wherein, total area of 1350 square feet carpet area (“carpet area” referred to herein at any place in these Consent Terms shall be as defined in the Maharashtra Ownership flats(regulation of promotion of construction, sale, manage and transfer) Act, 1963) shall be provided free of cost to the Plaintiffs.*

8. *It is hereby agreed, declared and confirmed by and between the parties that the Plaintiffs and the Defendants*

shall execute and register with the Sub-Registrar of Assurances, all documents required to give effect to the provisions of paragraph no. 7 hereinabove. All these documents are to be executed and registered within a period of four weeks from the date of execution of the present Consent Terms. It is further agreed to by and between the parties that upon the Plaintiffs withdrawing all the proceedings, as set out in Annexure 'A' including disposal of the Criminal Proceedings, the Defendant No. 1 shall initiate steps to grant membership to the Plaintiffs i.e. the Defendant NO. 1 shall initiate the due process of law to re-admit the Plaintiffs as members of the Society i.e. The New Green Chambers Co-operative Housing Society Limited.

9. It is hereby agreed, declared and confirmed by and between the parties that the Defendant No. 2 shall pay to the Plaintiffs an amount of Rs. 70,000/- (Rupees Seventy thousand only) (Rs. 35,000/- (Rupees thirty five thousand only) per flat) per month in total as and by of rent compensation for temporary alternate accommodation with effect from November-2018 till the possession of Permanent

Alternate Accommodation/s is handed over to the Plaintiffs.

10. It is hereby agreed, declared and confirmed by and between the parties that all parties shall take steps to withdraw all litigations filed by one against the other within four weeks from the date of execution of the present Consent Terms. Hereto annexed and marked as Annexure-‘A’ is a copy of list of matters between the parties.

11. It is hereby agreed, declared and confirmed by and between the parties that all parties shall do all acts, deeds and things and co-operate with each other to give full and complete effect to the terms agreed to between the parties herein.”

3. The Consent terms are duly signed by the Plaintiff Nos.1 and 2 and the Chairman, Treasurer and Secretary of the Defendant Nos.1, and one of the partners of the Defendant No.2. The learned Counsel for the Defendant No.2 states that the Defendant No.2 has been authorized by the other partners to enter into this settlement and sign the Consent terms. He undertakes to place on record the said

authorization issued in favour of Jumed Alam Khan by the partnership firm/ other partners. Statement accepted.

4. The Plaintiff Nos.1 and 2 and the Defendant No.2-Jumed Alam Khan are personally present before the Court, and are identified by their respective Counsel. They submit that the terms are read over and explained to them by the Counsel and are agreeable to them. The Consent terms are taken on record and marked "X" for identification. The statements made by the parties are accepted as undertaking to the Court. Suit is decreed as per the Consent Terms.

5. Court fee be refunded as permissible by the Court.

(ANUJA PRABHUDESSAI, J.)