

Basavraj
G. Patil

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

FIRST APPEAL NO. 573 OF 2017

Adarsh Properties

.. Appellant

vs.

Vipinchandra Chimanlal Sanghavi & Ors.

.. Respondents

.....
Mr. Akhilesh Dubey a/w Deepali Kedar i/b Law Counsellors
for the Appellant.

Mr. Karan Bhossale i/b NDB Law for Respondent Nos. 1 to 3.
Mr. Vagish Mishra for Respondent Nos. 13, 152, 217, 268,
271, 273 to 276 & 278.

.....

**CORAM: K.K.TATED, &
N. R. BORKAR, JJ.**

DATED : NOVEMBER 03, 2020

P.C.

Heard.

2. Leave to amend.

3. The Learned Counsel for the Appellant submits that, the Appellant may be permitted to delete the names of Respondent No.4 to 314 from the present First Appeal. The same is permitted.

4. The Learned Counsel for the Appellant as well as Respondent No. 1 to 3 submits that, the matter is settled between the parties and in respect of this, they have filed consent terms dated 29th October, 2020. Those consent terms are duly signed by the Appellant and the power attorney holder Ms Sheetal Tejawani.

5. The Advocate for the Appellant submits that the Appellant is present before this Court through V.C. Mr. Pritish Prakash Mahindra is also present before this Court through V.C. in similar way.

6. The Learned Counsel for Respondent Nos. 1 to 3 submits that the power of attorney holder Ms Sheetal Tejawani is also present through V.C. The statement is accepted.

7. Both the Counsel submit that, all the conditions of the consent terms are accepted by the respective clients. The same is accepted. The consent terms are taken on record and marked 'X' for identification. The same reads thus:

***“IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
IN ITS CIVIL APPELLATE JURISDICTION
FIRST APPEAL NO. 573 OF 2017***

***ADARSH PROPERTIES)... APPELLANTS
V/S***

***VIPINCHANDRA C.)
SHANGHVI & ORS) ...RESPONDENTS
CONSENT TERMS BETWEEN
THE APPELLANTS AND THE
RESPONDENTS NO. 1 TO 3.***

MAY IT PLEASE YOUR HONOUR:

1. *The Appellants above named are Original Defendants No. 315 in Special Civil Suit No. 48 of 2014 filed by the Respondents No. 1 to 3/ Original Plaintiffs against the Respondents No. 4-314 herein for Specific Performance of their Agreements with*

respect to the Suit properties described hereunder and more particularly mentioned in the said Suit.

Description of the Suit Property:

a) *All that piece and parcel of the property admeasuring about 09 Hector 85 R out of Gat No. 173 situated at village Rashe, Tal. Khed, Dist. Pune and within the jurisdiction of Sub-Registrar Khed and within the limits of Pune Zillah Parishad Pune and the same is bounded as under:*

On or Towards East : By Boundary of Village Bhosegaon

On or Towards South : By Gat No.174

On or Towards West : By Gat No.175.

On or Towards North : By Gat No.172

b) *All that piece and parcel of the property admeasuring about 13 Hector 7.5 R out of Gat No. 174 totally admeasuring about 13 Hector 28 R situated at village Rashe, Tal. Khed, Dist. Pune and within the jurisdiction of Sub-Registrar Khed and within the limits of Pune Zillah Parishad Pune and the same is bounded as under:*

On or Towards East : By Boundary of Village Bhosegaon

On or Towards South : By Boundary of Village Kelgaon

On or Towards West : By land out of same Gat No. and Gat No. 244.

On or Towards North : By Gat No.173 & 175

c) *All that piece and parcel of the property admeasuring about 06 Hector 06 R out of Gat No. 175 situated at village Rashe, Tal. Khed, Dist. Pune and within the jurisdiction of Sub-Registrar Khed and within the limits of Pune Zillah Parishad Pune and the same is bounded as under:*

On or Towards East : By Gat No. 174

On or Towards South : By Gat No. 174

On or Towards West : By Gat No. 244

On or Towards North : By Gat No. 176.

d) *All that piece and parcel of the property bearing Gat No. 176 admeasuring about 1 Hector 14 R*

situated at village Rase, Tal. Khed, Dist. Pune and within the jurisdiction of Sub-Registrar Khed and within the limits of Pune Zilha Parishad Pune and same is bounded as under -

On or Towards East :By Gat No. 175

On or Towards South: By Gat No. 175

On or Towards West: By Gat No. 177

On or Towards North: By Gat No. 177

2. *The said Suit was decreed in favour of the Respondents No 1 to 3 herein by the Judgment and Decree dated the 03rd April 2017 passed by the Civil Judge (Senior Division), Khed, District: Pune. The Appellants being aggrieved by the said Judgment and Decree filed the present Appeal. The present Appeal is pending admission and may take several years to get decided.*
3. *Pendency of the present First Appeal and other disputes between the parties herein has proved detrimental to both the parties in terms of mental peace and led to severe financial stress on both the parties. Therefore, both the parties with the intervention of their well-wishers and friends have now mutually agreed that their disputes and differences should be resolved by mutual consent on the following terms and conditions:*
 - a. *Both the parties undertake to this Hon'ble Court to withdraw all the pending litigations and disputes including civil and criminal disputes filed against each other and concerning either of the parties directly or indirectly, pending before any court or before any authority.*
 - b. *That the Respondents No. 1 to 3 withdraw all their claims with respect to the Suit properties by virtue of the Suit Agreements or any other writing/ agreement or settlement which may be in existence and not mentioned in the said Special Civil Suit No. 48 of 2014.*
 - c. *The Parties hereby agree that after deliberate discussions and negotiations between themselves, the Appellants have Agreed to*

pay an amount of Rs. 8,94,09,000/- (Rs. Eight Crores Ninety Four Lakhs and Nine Thousand Only) to the Respondents No. 1 to 3 towards full and final settlement of their claims towards the Suit properties against the Appellants as well as the original sellers i.e. Original Defendants No. 1 to 314.

- d. *The Appellants hereby undertake to this Hon'ble Court to pay the aforesaid full and final settlement amount in the following manner:*

Sr. No	Amount	Cheque No. and Date
	<i>Rs. 1,00,00,000/-</i>	<i>Already paid vide Cheque No. 22301 dated the 17th November 2017 issued in favour of Paramount Infrastructures drawn on Cosmos Bank Ltd, Pune.</i>
	<i>Rs. 94,09,000/-</i>	<i>Already paid vide Cheque No. 22302 dated the 4th December 2017 issued in favour of Paramount Infrastructures drawn on Cosmos Bank Ltd, Pune.</i>
	<i>Rs. 7,00,00,000/-</i>	<i><u>Total 14 Pay Orders of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) each, aggregating to Rs. 7,00,00,000/- (Rupees Seven Crores Only) viz:</u> Pay Order Nos. 116707, 116708, 116709, 116710, 116711, 116712, 116713, 116714, 116715, 116716, 116717, 116718, all 12 P.O. dated 20th October 2020 and P.O. Nos. 116719 and 116720 both dated the 22nd October 2020 in favour of Paramount Infrastructures</i>

		of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) each, aggregating all the 14 Pay Orders to Rs. 7,00,00,000/- (Rupees Seven Crores Only) drawn on Shri. Laxmi Co-operative Bank Ltd, Pune. To be paid at the time of filing this Consent Terms
Total: 8,94,09,000/- (Rs. Eight Crores Ninety Four Lakhs and Nine Thousand Only)		

- e. *The Appellants agree and undertake that the aforesaid 14 Pay Orders of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) each, as mentioned in clause 3 above, aggregating to Rs. 7,00,00,000/- (Rupees Seven Crores Only) shall be cleared on its presentation and the present consent terms are subject to the clearance of the said 14 Pay Orders. The Respondents No. 1 to 3 clarify that they have already received the Payment of Rs. One Crore Ninety-Four Lakhs Nine Thousand as mentioned in Clause d (1) and (2) mentioned hereinabove and admit the receipt thereof. **Hereto annexed and marked as Annexure-A the photocopies of the said 14 Pay Orders.***
- f. *It is further agreed that upon instructions from the Respondents No. 1 to 3 the said Pay Orders mentioned in clause d (3) have been issued in favour of Paramount Infrastructures. The Respondent No. 1 to 3 shall not raise any dispute with regards to payment being made in favour of Paramount Infrastructures.*
- g. *The Respondents No. 1 to 3 undertake to this Hon'ble Court that on receipt of the aforesaid amount, they shall relinquish their rights, title and interest in respect of the Suit properties in favour of Appellants herein.*

- h. The Respondents No. 1 to 3 confirm and undertake to this Hon'ble Court that upon filing of this Consent Terms, the Agreements including the Suit Agreements, Documents or any other writing with respect to the Suit properties executed in favour of the Respondents No. 1 to 3 by any persons including the Original Defendants No. 1 to 314 shall be deemed to be terminated and cancelled and the Respondents No. 1 to 3, their agents, servants or any other persons acting on their behalf shall not have any claim of any nature on the Suit property.*
- i. It is agreed by both the parties that, after payment of the full amount of the settlement amount as stated hereinabove, the Respondents No. 1 to 3 shall release their rights in respect of the suit properties and execute Confirmation Deed in favour of the Appellants or their nominee. The Confirmation Deed shall be done within a period of 1 months from the date of filing this consent terms before this Hon'ble Court*
- j. It is hereby agreed between the parties that upon execution of this consent terms, filing and acceptance of the same before this Hon'ble court, the Respondents No. 1 to 3 shall not have any rights, title and interest with respect to the suit properties and the Appellants shall be free to deal with the suit properties as they wish.*
- k. It is hereby jointly prayed that the Execution proceeding viz. Special Darkhast No. 02/2017 filed before the trial court for execution of the impugned decree be disposed off by this Hon'ble Court as the same will render infructuous after settlement between the Appellants and the Respondents No. 1 to 3 and the said decree be set-aside by consent of the parties.*

- l. The Respondents No. 1 to 3 have filed certain complaints against the Appellants and their Partners u/s 138 of Negotiable Instruments Act before the Learned Judicial Magistrate (First Class), Pimpri being S.C.C No. 2654 of 2018, S.C.C No. 1303 of 2018 and S.C.C No. 1072 of 2019 and also Criminal Writ Petitions No. 4419 of 2019, Criminal Writ Petitions No. 4422 of 2019 and Criminal Writ Petitions No. 4423 of 2019 before this Hon'ble Court. The Respondents No. 1 to 3 undertake to withdraw the said proceedings from the respective courts.*
- m. The Parties undertake to this Hon'ble Court that they will take all steps expeditiously to withdraw all the litigations, disputes, complaints filed against each other before the respective authorities/courts before whom such proceedings are initiated.*
- 4. The Parties state that this Consent Term has been executed between them with their mutual consent and free will without any pressure, force, coercion, or undue influence from any side.*
- 5. The Parties most humbly pray to this Hon'ble Court that the present First Appeal as well as the accompanying Civil Applications be disposed off in view of the Consent Terms*
- 6. The Parties most humbly pray to this Hon'ble Court that the Respondents No. 4 to 314 be deleted by consent.*
- 7. The Parties herein are authorised to file the present consent terms and have been identified by their respective advocates.*

**FOR THIS ACT OF KINDNESS, THE PARTIES
SHALL EVER PRAY FOR AS IN DUTY BOUND.**

(Mr. Pritish Prakash Mahindre)
(Appellants) (Advocates for the Appellants)

**1. (Mr. Vipinchandra Chimanlal Sanghavi
through Power of Attorney holder Ms.
Sheetal Kishinchand Tejwani)**

**2. (Mr. Anand Vipinchandra Sanghavi
through Power of Attorney holder Ms.
Sheetal Kishinchand Tejwani)**

**3. (Mr. Shyam Vipinchandra Sanghavi
through Power of Attorney holder Ms.
Sheetal Kishinchand Tejwani)**

(Respondents No. 1 to 3)

(Advocates for the Respondents No. 1 to 3)”

8. Amendment to be carried out on or before 27th November, 2020.

9. The First Appeal stands disposed of in terms of the consent terms.

10. The consent terms be treated as part and parcel of the decree.

11. No order as to costs.

12. In view of the disposal of the First Appeal by way of consent terms, nothing survives in the Civil Application No. 1897/2017 and the same is disposed of as infructuous.

13. This order will be digitally signed by the Private Secretary of this Court. All concerned will act on a digitally signed copy of this order.

(N. R. BORKAR, J.)

(K.K.TATED, J.)