

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 1132 OF 2021

The Hon. Secretary, K-1 Co-operative
Housing Society Ltd .. Petitioner
Versus
M/s.Bhayander Estate Pvt.Ltd & ors .. Respondents

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Mr. Ajay Prajapati i/b Sapna Krishnappa for the petitioner.
Ms.Shweta K. Jain for respondent nos.4 and 5.
Ms.Rachana Kapasi Shah i/b Pimenta Kapasi & Co. for
respondent nos.1 and 2.

CORAM: BHARATI DANGRE, J.
DATED : 21st DECEMBER 2021

P.C:-

1 Special Civil Suit No. 370 of 2020 came to be filed by M/s.Bhayander Estate Pvt.Ltd, a Company registered under the Companies Act and its Director Shri Vikram Sitaram Chaudhary. The Suit is filed for declaration and injunction under Section 34, 36 and 37 of the Specific Relief Act against M/s.Janta Housing Pvt. Ltd, a Company along with the Secretary of K-1 Co-operative Housing Society Ltd, along with M/s.Sheth Builders Pvt. Ltd.

In the Suit, the plaintiffs claim that they have absolute right, title and interest in respect of the reserve plot and the FSI available thereon and a declaration is sought to the effect that the defendants or any other person cannot claim any right, title, interest or FSI in the reserve plot.

2 On an application being filed under Order 7 Rule 11 by the defendant no.3 to the Suit, i.e. K-1 Co-operative Housing Society Ltd, on its rejection, the Writ Petition is filed.

3 During the pendency of the Writ Petition, the parties have amicably settled the dispute and have drawn consent terms *inter se* which are placed before me. The consent terms signed on 21st December 2021 are taken on record and marked “X” for identification.

Consent Terms are signed by the petitioner who is present in the Court, along with his counsel. The Consent Terms also bear the signature of the respondent nos.1, 2, 4 and 5, who are personally present in the Court. The photocopy of their Aadhar Cards shall be placed on record, on being verified by the Sheristedar.

4 The Consent Terms which are signed by Mr.Vikram Sitaram Chaudhary on behalf of M/s.Bhayander Estate Pvt.Ltd also contain an endorsement to the effect that he has signed the

consent terms after they were read over to him by his counsel, since he is suffering from poor vision on account of Diabetes and he along with his counsel has put an endorsement at the end of Consent Terms to the effect that the terms were read over to him in English and understood by him, and thereafter, he has signed the Consent terms. It is also recorded, that the Consent Terms were read over to him in the presence of the the Company Manager Ajay Chaurasia and Mr.Ajay Prajtap Mulchand Chaudhary, who are also present in the Court who are identified through their Aadhar Card and photo copies of their Aadhar Card are also taken on record.

5 The Consent Terms inked between the petitioner on one hand and respondent nos. 1, 2, 4 and 5 to the petition settle the dispute amongst them inter-se. In paragraph no.6, it is recorded that respondent nos.4/5 agree and undertake to pay to the respondent no.1 consideration of Rs. Three crore and two demand drafts, Rs.50 lakhs are already handed over to the respondent no.1. Four demand drafts mentioned in Column 6(ii) are handed over in my presence to the respondent no.1 by respondent nos.4/5 and respondent no.1 has acknowledged the same. The photo copy of the demand draft along with the receipt passed on by the respondent no.1 are also taken on record and marked 'X-2' for identification.

6 As far as the agreement arrived between the parties in respect of a flat which find mention in clause 6B is concerned, the allotment letter is handed over by respondent nos.4/5 to the respondent no.1 and the allotment letter along with its acknowledgment to the petition is taken on record and marked “X-3” for identification.

7 In the wake of the settlement effected between the parties, in terms of the Consent Terms marked as ‘X’, the Writ Petition stands disposed of.

8 As far as the Municipal Corporation – respondent no.3 to the petition is concerned, Mr.Bubna, counsel for the Corporation submit that he has no say in the Consent terms and do not object to the terms being arrived at between the petitioner and other respondents *inter-se*.

9 Parties are at liberty to place the consent terms in the original Suit filed by the plaintiff and the trial Court is at liberty to dispose of the Suit in terms of the aforesaid Consent Terms.

SMT. BHARATI DANGRE, J