

Vidya Amin

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

WRIT PETITION NO. 5666 OF 2015

Deepak Jaywant Rawate & Anr. ... Petitioners
vs.
New Kaveri Dahisar Coop. Housing Society Ltd.
& Ors. ... Respondents

Mr. Abhishek Patil for the petitioners.
Mr. Sanjeev Hariakar i/b. Mr. Harrish Bhatia for respondent no. 1.
Mr. Rajan S. Pawar, AGP for the State.

CORAM :- G. S. KULKARNI, J.
DATE :- OCTOBER 5, 2021

PC :-

1. Learned counsel for the petitioners has stated that the petition is confined to prayer clauses (b) to (f) as he seeks permission to delete prayer clause (a).
2. Permission to delete prayer clause (a) is granted. Amendment to be carried out forthwith.
3. This is a petition whereby the petitioners have challenged an order dated 15 May, 2015 passed by the District Deputy Registrar, Cooperative Societies, Mumbai City (4) (respondent no. 4) granting a certificate of Deemed Conveyance under sections 11(3) and 11(4) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (for short "**MOFA**"). The petitioners claim to be the owner of the land. Respondent no. 1-New Kaveri Dahisar Cooperative

Housing Society Ltd. was formed in regard to the building constructed by respondent nos. 2, 3, 5 and 6.

4. Learned counsel for the parties are in agreement that respondent nos, 2, 3, 5 and 6 are not the contesting respondents considering the subject matter of the present proceedings. The grievance of the petitioners was in respect of the impugned order passed by the competent authority under sections 11(3) and 11(4) of the MOFA, however learned counsel for the petitioners and learned counsel for respondent no. 1, have jointly tendered consent terms dated 5 October, 2021 entered between their respective clients, by which it is stated that the dispute between the parties in regard to the "area" subject matter of Deemed Conveyance stands settled. The Court's attention has been drawn to Clause no. 6 of the settlement terms, under which the parties have agreed that the petitioner would now become entitled to an area of 356.1 sq. mtrs. being the area in their possession along with a house which is an area out of the larger land, the details of which are set out in Schedule I, which has been demarcated tentatively in the plan which is annexed to the consent terms at Annexure-A. It is agreed that the remaining area of 563 sq. mtrs. indicated in green colour in Schedule I, would be an area entitled to a conveyance under MOFA in favour of respondent no. 1. There are other terms and conditions as agreed between the parties, which may not be set

out, suffice it to observe that the parties are before the Court stating that the disputes have been amicably settled between them.

5. Learned counsel for the parties submit that the signatories to the consent terms are present in the Court who are identified by their respective advocates as also their signatures have been identified by their advocates. There is no dispute on the signatures made on the consent terms. The consent terms (pages 1 to 16) are accordingly taken on record and marked as "X" for identification.

6. Liberty to the parties to approach the District Deputy Registrar, Cooperative Societies, Mumbai City (4)/Competent Authority for modification of the certificate of Deemed Conveyance as per the consent terms. The Competent Authority shall pass appropriate order in accordance with law.

7. Writ Petition is disposed of in terms of the consent terms. No costs.

8. Interim order stands vacated.

(G. S. KULKARNI, J.)