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

WRIT PETITION NO. 1865 OF 2019

Satyawan Tukaram Bamane & Anr.

... Petitioners.

Vs

Commission on Ecumenical Mission and
Relation (COEMAR) & Ors.

... Respondents

Mr. Sandeep Maurya for the petitioner.

Mr. Nitin Gangal a/w Mr. Ashok Kadam for Respondent Nos.1 and
2.

**CORAM : K.K.TATED &
PRITHVIRAJ K. CHAVAN, JJ.
DATE : 3rd AUGUST, 2021**

P.C.:

Heard learned counsel for parties.

2. By this petition under Article 226 of the Constitution of India, the petitioners are seeking directions against the respondent – CIDCO to handover the possession of Flat No.304, admeasuring approximately 100.62 sq.meter (carpet area) situated on 3rd floor in Building No. H 8, Valley Shilp, Kharghar, Sector 36, Navi Mumbai without payment of any penalty.

3. These reliefs are vehemently opposed by the advocate appearing on behalf of CIDCO.

4. After arguing for some time, both the counsel submitted the Minutes of Order dated 3rd August, 2021 stating that the matter is settled between them. The Minutes of Order is duly signed by the petitioners along with their advocates as well as the respondent along with their officer and their advocates. The same is taken on record and marked “X” for identification. The same is accepted. The Minutes of Order reads thus;

MINUTES OF ORDER

1. *The parties hereto mutually agree and confirm that all the disputes and differences between the parties are amicably settled in the following matter.*

2. *The petitioners undertake to this Hon’ble Court to pay the entire outstanding amount of Rs.24,34,127/- towards the Delayed Payment charges and Miscellaneous Expenses as demanded by the respondents, in 10 monthly equal installments, against the Writ Flat.*

3. *The respondents confirm that the respondents have received total consideration amount of Rs.96,69,806/- as mentioned in the Allotment Letter dated 23-09-2014 against “the Writ Flat” from the petitioners.*

4. *The petitioners shall hand over the 10 post-dated*

cheques on or before 15-8-2021, issued towards the 10 monthly installments, as aforesaid, to the respondents, and the respondents shall execute necessary documents in respect of “the Writ Flat” in favour of the petitioners on receipt of the entire amount of Rs.24,34,127/-. The details of the post-dated cheques are as follows;

Sr.No.	Cheque No.	Drawn on	Date	Amount
1	878693	Bank of India	1-9-2021	2,43,412.70/-
2	878694	Bank of India	1-10-2021	2,43,412.70/-
3	878695	Bank of India	1-11-2021	2,43,412.70/-
4	878696	Bank of India	1-12-2021	2,43,412.70/-
5	878697	Bank of India	1-01-2022	2,43,412.70/-
6	878698	Bank of India	1-02-2022	2,43,412.70/-
7	878699	Bank of India	1-03-2022	2,43,412.70/-
8	878700	Bank of India	1-04-2022	2,43,412.70/-
9	072539	Axis Bank Ltd.	1-05-2022	2,43,412.70/-
10	072540	Axis Bank Ltd.	1-06-2022	2,43,412.70/-
			Total	24,34,127/-

5. *The petitioners undertake to this Hon’ble Court that in the event of a single default in making payment from petitioners side to respondents as aforesaid, the Allotment Letter dated 23-9-2014 shall stands terminated and the consequences as to the termination of Allotment Letter dated 23-9-2014 shall*

follow.

6. The respondents shall execute all necessary documents in favour of petitioners, on receipt of the entire amount, as aforesaid which is due and payable from the petitioners, within 30 days i.e. on or before 1-7-2022 or on payment of entire amount as aforesaid whichever earlier.

7. The Writ Petition is disposed of in terms of these minutes of order.

(PRITHVIRAJ K. CHAVAN, J.)

(K.K.TATED, J.)