

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 1167 OF 2021**

Sejal Shakti Realtors LLP and Anr. Petitioners.

V/s

State of Maharashtra and Others Respondents

Mr. Ashish Gatagat a/w Mr. Dhiren Shah i/b Vimla & Co. for the
Petitioners.

Mr. Kedar Dighe, AGP for Respondent/State.

Mr. Vijay Patil for Respondent No.2.

Mr. Jagdish Aradwad (Reddy) for Respondent Nos. 3 and 4/SRA.

Mr. Suraj Iyer i/b Ganesh & Co. for Respondent No.5.

Mr. Miloni Gala i/b Ms. Sheela Mistry for Respondent No.6.

CORAM: NITIN W. SAMBRE, J.

DATE: JUNE 21, 2021

P.C.:-

1] Heard.

2] The order impugned is dated 25th June, 2020 passed by the Apex Grievance Redressal Committee on Application No.313 of 2013, Application No.37 of 2019 and HPC-ACB (L) Complaint No.24 of 2019. By the said order, the Apex Grievance Redressal Committee has gave a declaration that Koliwada CHS Ltd i.e. Respondent No.5 to the

present Petition are Sanad owner and in lawful occupation and possession of the plot of land which is a subject matter of the present Petition and also before the Apex Redressal Grievance Committee. The said Apex Redressal Grievance Committee further gave a declaration that consent of Respondent No.5 is necessary before redevelopment of the plot which is a subject matter of the Petition under Regulation No. 33(10) of DCR, 1991.

3] The Petitioners herein feeling aggrieved by the said Order approached this Court by filing the present Writ Petition in which the Petitioners and Respondent No.5 have tendered consent terms duly signed by the authorized signatories on their behalf. Respondent No.5 has also produced a Resolution of the meeting held on 20th June 2021 in the matter of drawing of consent terms and by consent setting aside the order dated 25th June, 2020 and consequences thereof. A copy of the said Resolution is taken on record and marked “X” for identification along with consent terms referred to above, which are also marked as “Y” for identification.

4] As Respondent No.5 has also consented for development of the

suit property in terms of the consent terms, it will be appropriate in my opinion to dispose of the present Petition in accordance with the consent terms drawn in between the Petitioners and Respondent No.5. It is made clear that consent terms *inter se* are binding in between the Petitioners and Respondent No.5 and not on other Respondents to the Petition who have not signed the same.

5] Petition stands disposed of accordingly.

(NITIN W. SAMBRE, J.)

Corrected as per order dated 25/6/2021.