

IN THE HIGH COURT OF JUDICATURE AT  
BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 348 2018

**Mr. Kishor Kantilal Maniar**

Age: 58 Years, Occ: Business

An Adult Indian Inhabitant residing at Flat

No.602, Tulsi Villa, Poddar Road

Santa Cruz (West) Mumbai 400 054

Plaintiff

Versus

**1. Salim A. Mansoori**

Age: 45 Years, Occ: Business An

Adult Indian Inhabitant

Residing at A 302 Sita Purav CHS Ltd.,

Govind Dalvi Road, Dahisar (West) Mumbai

400068

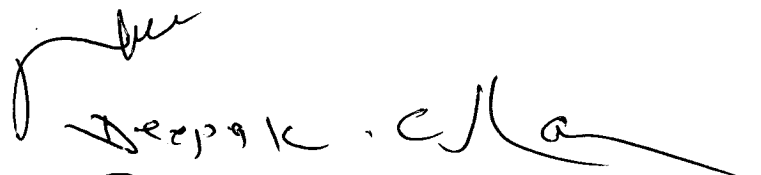
**2. Dhukka Chambers Premises Co Operative Co-**

Operative Society, Registered under the Provisions of The

Maharashtra Co Operative Societies Act, 1960, situated at

Off: Poddar Road Near Gurudwara, Malad (East)

Mumbai 400 097

  
Dipika D. Shan

**3. Dewan Housing Finance Ltd.,**  
A Limited Company, registered under the  
Provisions of Indian Companies Act, 1956 2<sup>nd</sup> and  
3<sup>rd</sup> floor, Rustomjee R Cade Rustomjee Acres,  
Dahisar (West) Mumbai 400 068

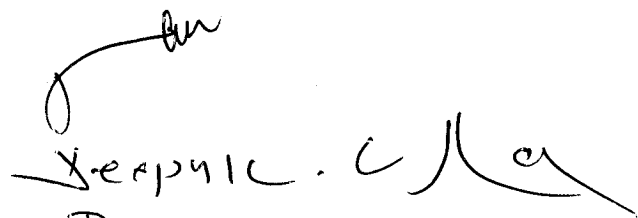
**4. Mrs. Dipika D. Shah**  
Age: 62 Years, an Adult Indian Inhabitant Having  
address at Flat No.103, 12<sup>th</sup> floor, Malhar CHS  
Ltd., Megh Malhar Complex Film City Road,  
Goregaon (East)  
Mumbai 400 063.

**5. Mr. Deepak C. Shah**  
Age: 65 years Adult Indian Inhabitant Having  
address at Flat No.103, 12<sup>th</sup> floor, Malhar CHS  
Ltd., Megh Malhar Complex Film City Road,  
Goregaon (East) Mumbai 400 063

**6. Mrs. Farzana Salim Mansoori An**  
Adult Indian Inhabitant  
Having address at A/302 Sita Purav CHS Ltd., Off : J V  
Road, Govind Dalvi Marg  
Dahisar (West), Mumbai 400 068 Defendants

### CONSENT TERMS

1. The Plaintiffs have filed the above suit against  
the Defendants for an order and declaration that the  
agreement for sale dated 9<sup>th</sup> June, 2015 executed by and  
between the Plaintiff and the Defendant No.1 being Exhibit  
"C" thereto for sale of suit premises viz. Office

  
Dipika D. Shah

No.901 on 9th floor and for basement car parking areas, each admeasuring 11.15 sq.metres in Dhukka Chambers Premises Co Operative Society Ltd., situated on all that piece and parcel of land bearing CTS Nos. 337, 337/1 to 5 of Village : Malad (East), Taluka : Borivali in the registration district and sub district of Mumbai city and Mumbai Suburban District, situate, lying and being at Off: Poddar Road, Near Gurudwara, Malad (E), Mumbai 400 097 to the Defendant No.1 is validly terminated, cancelled and that the Defendant No.1 have no right, title or interest of any nature of whatsoever in /or to or upon the suit Premises or to enter upon, come upon the suit Premises or any part thereof

2. That the Plaintiff states that the entire claim of the Plaintiff is of Rs.41,00,000/- from the Defendant No.1.

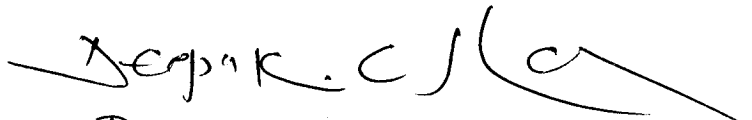


  
Dapika D. Shah

3. That the Plaintiff had taken out the suit initially only against the Defendant Nos. 1, 2 and 3. As per the Order and direction Passed by the Hon'ble Court, Mrs Dipika Shah, Mr. Deepak Shah and Mrs. Farzana Salim Mansoori were added as Defendant Nos. 4, 5 and 6.

4. However during the trial the Defendant No.1 disclosed the fact that he had sold and transfer his rights, title and interest in the suit Premises to and in favour of Mr. Deepak Shah and Dipika Shah.

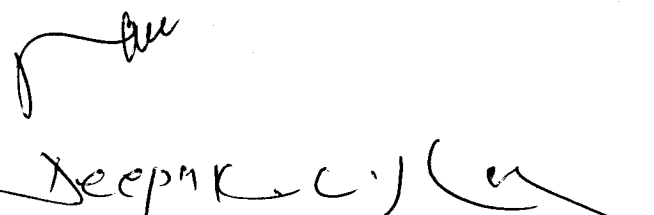
5. That as per the sale agreement dated 07 November, 2017, the Defendant No.1 has sold, assigned and transferred the said suit commercial premises to and in favour of the Defendant No.4 and 5. The Defendant No.1 also executed a Deed of Rectification dated 18 December, 2020 wherein he has expressly

  
  
Dipika D. Shah

clarified that the said agreement of sale is inclusive of the basement parking spaces, more particularly mentioned in the said deed of rectification.

6. That the Defendant Nos. 4 and 5 are Senior Citizens and considering their health condition and inability to fight the litigation, have voluntarily offered to settle the claim of the Plaintiff in respect of suit premises by way of demand of Rs.41,00,000/- to settle the issue in peace full manner.

7. The Plaintiff hereby accepts the said offer of settlement to end all the disputes in respect of the said commercial suit premises as well as basement parking spaces attached thereto in consideration of receipt of Rs.41,00,000/- being full and final dues of the Plaintiff, payable by the Defendant Nos. 4 and 5.

  
Deepak D. Sharma

8. The Plaintiff states that on receipt of the said amount of Rs.41,00,000/- all the disputes, differences and claims of the Plaintiffs with respect to the said commercial suit premises No.901 together with basement parking shall be deemed to have been "Settled" in favour of Defendants Nos. 4 and 5. The Defendants Nos. 4 and 5 are already in use, possession, and enjoyment of the said Commercial suit premises No.901 together with the basement parking as more particularly specified in the Deed of Rectification. This consent terms shall be binding on the Plaintiff and all the heirs and legal representatives of the Plaintiff. The Plaintiffs further hereby indemnify the Defendant Nos. 4 and 5 from any sort of claim by any person/s either through or by his representatives in any manner and in such



Deepika C.J.C.  
Dipika D. Shah

event , with respect to the suit premises and the basement parking spaces attached therewith.

9. That the Plaintiff states that with the execution of this Consent Terms, the Plaintiff confirms that he shall not claim in any manner whatsoever with respect of the said commercial premises together with the basement parking spaces attached thereto, nor shall he file any suit / criminal complaint /claim of any nature before any Judicial Courts / Semi Judicial Courts/ Authority in India with respect to the said suit premises and the basement parking spaces attached to the suit premises.

10. The Plaintiffs state that on receipt of the amount of Rs.41,00,000/- under these consent terms from the Defendant Nos. 4 and 5, all the disputes, differences and claims regarding the said suit premises i.e. commercial

  
Dipika D. Shah

premises No.901 together with the basement parking shall be deemed to have been settled in favour of the Defendants Nos. 4 and 5 once for all. This consent terms shall be binding on the Plaintiffs and all their heirs and legal representatives.

11. The Plaintiffs further hereby state and disclose that there is a complaint No.SS/1022/2017 and SS/2766/2016 filed before the 43<sup>rd</sup> Metropolitan Magistrate Court, Borivali charge U/s 138 of Negotiable Instrument Act wherein in one of the matters the Hon'ble Metropolitan Magistrate has issued proclamation against the Defendant No.1 and the said cases are completely different and distinct and are independent proceedings and that the Plaintiffs have full rights to pursue the said complaint Nos. SS/1022/2017 and SS/2766/ 2016 independently within his

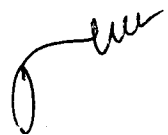
  
Dipika D. Shan

own rights and execution of the present consent term will not in any manner affect the rights of the Plaintiff to prosecute the said complaints.

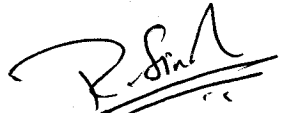
12. That on execution of these consent terms, the Plaintiff shall cease to have any claim of any nature or in any manner be interested or concerned with the said suit premises or basement parking spaces attached to the suit premises.

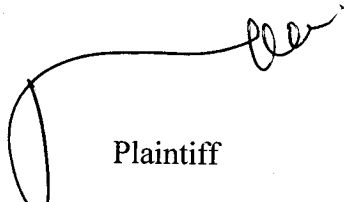
13. As the matter is getting mutually settled before the stage of Evidence in this suit, so the Plaintiff herein put his humble request for the Hon'ble Court for refund of Court Fees as he paid in filing of this Suit where as defendant no.4 and 5 have no objection for plaintiff's claim for refund of court fees.

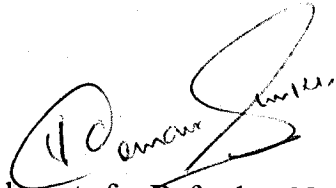
14. We hereby also attach the copy of Demand Draft( DD NO. 42405 and 42404) which is to be paid to the Plaintiff from Defendant no.4 and 5.

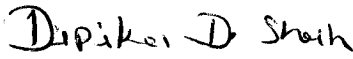
  
Dipika D. Saini

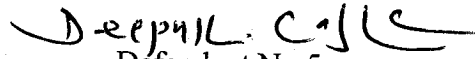
Bombay, dated this 20<sup>th</sup> day of September, 2021

  
Advocate for Plaintiff

  
Plaintiff  
KISHOR KANTILAL MANIAR

  
Advocate for Defendant No. 4 & 5

  
Defendant No. 4  
DIPIKA .D. SHAH

  
Defendant No. 5  
DEEPAK .C. SHAH

**IN THE HIGH COURT OF JUDICATURE**

**AT BOMBAY**

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NO. 348 OF 20

Kishore K. Mansoor

} Appellant/s  
Applicant/s  
Petitioner/s

**Versus**

1. Section 4 Mansoori  
and Ors.

} Opponent/s  
Respondent/s

Dated this <sup>4<sup>th</sup></sup> 70 day of Sept 2020

Sunil Sharma / Harman Sharma

**Advocate High Court**  
**Advocate for Petitioner/s / Appellant/s /**  
Respondent/s