

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

**FIRST APPEAL NO.231 OF 2022
WITH
INTERIM APPLICATION STAMP NO.5797 OF 2021
IN
FIRST APPEAL NO.231 OF 2022**

Ishtiaq Ahmed

...Appellant

Versus

Prithvijeet R. Chavan and Anr.

...Respondents

....

Mr. Rajendra Bhandari for the Appellant.

Mr. S.M. Seegarla with Ms Shalaka Chamboowala for Respondents.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED: 11th MARCH, 2022.

P.C.:-

1. The Appellant herein has challenged judgment and order dated 05/02/2021 passed by the learned Judge, City Civil Court, Greater Bombay in Suit No.516 of 2017.

2. Learned counsel for the Appellant and Respondents state that during the pendency of this appeal parties have settled the dispute amicably. They have placed on record the consent terms, which read thus:-

1. Both the parties agree, confirm and declare that the

Judgment and Decree dated 6th February 2021 passed by the Hon'ble Bombay City Civil Court in S. C. Suit No.516 of 2017 is set aside on the terms recorded hereinafter.

2. Agreed, declared and reconfirmed by the Appellant that he is aware that the Respondents were always ready and willing to form the society of the Premises Purchasers, including by executing the forms and other documents. The Appellant undertakes to co-operate with the Respondents in forming the society in every possible way and shall in no manner obstruct, disturb and/or put obstacle in the formation of the society. The Appellant has signed/agrees and undertakes to sign necessary forms/ declarations / applications / writings as may be requested by the Respondents for the formation of the society. If any further documents are required, the Appellant undertakes to this Hon'ble Court to sign and execute such documents as may be required by the Respondents to form the Society.

3. The Appellant puts on record that he was misguided by some other Purchasers of the flats of the said Building against the Respondents due to which the Respondents were not able to form the society and also make payments towards VAT and maintenance charges, etc. within time.

4. The Respondents Agreed, declared and confirmed that the Appellant has paid a sum of Rs.14,00,000/- (Rupees Fourteen Lacs only) as one time lump-sum amount vide Pay Order

No.016847 dated 22nd March 2021 drawn on Axis Bank Ltd., in full and final settlement. The Appellant will neither raise any dispute in future nor ask for accounts of the amounts paid to the Respondents. The Respondents will not demand any amount from Appellant in respect of flat No.402 prior to 31st March 2021.

5. The Appellant also agrees and undertakes to the Respondents and/or society (to be formed) to pay regularly and without any dispute, future maintenance charges as may be levied, taxes, G.S.T. etc. relating to the suit flat and the building from April 2021 onwards.

6. The Respondents agree that the Termination letter dated 2nd September 2015 wherein the Agreement for Sale dated 18th November 2009, executed between the parties was terminated, be treated as withdrawn. The Respondents confirm that the said Agreement for sale dated 18th November 2009 is valid and subsisting.

7. All claims and counter claims qua the suit flat between the parties do hereby stand withdrawn. All the allegations and counter allegations qua the suit flat do hereby stand withdrawn. The Appellant withdraws all allegations / complaints and claims made by him against the Respondents in the correspondence.”

3. Terms are signed by the Appellant and both the Respondents

and their respective counsel. Appellant and Respondent No.2, who is also attorney of Respondent No.1 are present before the Court. They confirm the contents of the consent terms. The consent terms are taken on record and marked 'X' for identification.

4. The appeal stands disposed of in view of the consent terms. Court fees as permissible under rules be refunded.

5. Civil application stands disposed of in view of disposal of the appeal.

(SMT. ANUJA PRABHUDESSAI, J.)