

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

WRIT PETITION NO. 14931 OF 2022

Brighton Tower Co-operative Hsg. Soc. Ltd.

..Petitioner/s

v/s.

The Hon'ble Minister for Cooperation,
Mantralaya, Mumbai & Ors.

..Respondents

Mr. Shailendra Kanetkar for the Petitioner/s.

Mr. C.D.Mali, AGP for the State.

Ms. Priyanka Bhadrashete for the Respondent No.5.

**CORAM : ANUJA PRABHUDESSAI, J.
DATED : 8th DECEMBER, 2022.**

P.C.

1. Learned Counsel for the Petitioner and Respondent No.5 state that during the pendency of the petition, the Petitioner and Respondent No.5 have settled the matter amicably. They have placed on record consent terms, which read thus:

“1. The Petitioner Society received a letter dated 19th October, 2022 from Respondent No.5 (i.e. Smt. Avtar Kaur Khara who is the widow/heir/legal representative of the deceased Mrs. T.S.Khara) stating therein that Respondent No.5 would like to settle the issue once for all and is ready to make the payment towards liability fixed against her husband namely, Shri T.S.Khara in the report dated 22nd February, 2017 given by the

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signed by
PRASANNA P
SALGAONKAR
Date:
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SALGAONKAR

authorized officer of the Respondent No.4. The Respondent No.5 has also handed over a cheque of Rs.10,00,000/- (Rs. Ten Thousand Only) bearing cheque no. 000023 and dated 19.10.2022.

2. The said letter was placed before the Special General Body meeting held on 6th November, 2022 of the Petitioner Society, wherein it was resolved that the offer given by the respondent No.5 to pay the entire amount as fixed in the report of the authorized office (respondent no.4) being reasonable and therefore be accepted and in view thereof the Special General Body has authorized the Managing Committee members to preent the consent terms before this Hon'ble Court.

3. In view of the above, Respondent No.5 hereby agrees that Respondent No.5 has paid an amount of Rs. Ten Lakhs Only vide cheque of Rs. Ten Lakhs Only (Rs. 10,00,000/-) only bearing cheque no. 000023 and dated 19.10.2022 towards the liability fixed against her husband, namely Shri T.S.Khara as per the report dated 22nd February, 2017 submitted by the authorized officer, unconditionally towards a full and final settlement.

4. The Petitioner society agrees and declares that the Petitioner has received an amount of Rs.Ten Lakhs Ony vide cheque of Rs. 10,00,000/- (Rs. Ten Lakhs Only) bearing cheque no. 000023 and dated 19.10.2022 from Respondent No.5 towards

the discharge of liability fixed in her husband's name (i.e. Shri T.S.Khara) and that the Petitioner Society confirms that there are no further dues pending from Respondent No.5 and that no further proceedings would be initiated against Respondent No.5.

5. *In view of this, the impugned order dated 20th April, 2022 passed by the Hon'ble Minister in Revision No.592 of 2021 is quashed and set aside.*

6. *The Writ Petition is disposed of in terms of the present consent terms, with no order as to costs."*

2. The consent terms are signed by Mr. Alkesh Makhija, the authorized signatory of the Petitioner and Mr. Vikas Oswal, Power of Attorney of the Respondent No.5-Mrs. Avtar Kaur Khara. Copy of the Power of Attorney executed by Respondent No.5 Mrs. Avtar Kaur Khara and the resolution authorizing Mr.Makhija to enter into settlement and sign the consent terms are placed on record. The Authorized signatory and the Power of Attorney, identified by their respective counsel, are present before the Court. They have identified their signature and confirmed the consent terms. Consent terms are taken on record and marked 'X' for identification. Statements made in the consent terms are accepted as undertaking to the Court.

3. Petition stands disposed of as per the consent terms.

(ANUJA PRABHUDESSAI, J.)