

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

**APPEAL FROM ORDER NO.21 OF 2012  
WITH  
CIVIL APPLICATION NO.34 OF 2012  
AND  
CIVIL APPLICATION NO.35 OF 2012  
IN  
APPEAL FROM ORDER NO.21 OF 2012  
WITH  
APPEAL FROM ORDER NO.113 OF 2012  
WITH  
CIVIL APPLICATION NO.141 OF 2012  
IN  
APPEAL FROM ORDER NO.113 OF 2012**

Indrakumar M. Jain and Ors.

...Appellants

Versus

Chandrakant Bhimrao Khadtale  
and Ors.

...Respondents

....

Mr. Jaineed Vashi i/b. M/s. M.P Vashi and Associates for the Appellants.

Mr. A.S. Pande for Respondent Nos.1, 3, 4 and 6.

Mr. Manoj P. Mhatre for Respondent No.5.

Mr. R.Y. Sirsikar for MCGM.

Mr. Chandrakant B. Khadtale, Respondent No.1 is present.

**CORAM : SMT. ANUJA PRABHUDESSAI, J.**

**DATED: 11<sup>th</sup> MARCH, 2022.**

**P.C.:-**

1. At the outset, learned counsel for Respondent No.5 undertakes to file vakalatnama within a week.

2. Learned counsel for the Appellants and Respondents submit that the parties have settled the dispute amicably. They have placed on record the consent terms, which read thus:-

1. It is agreed and admitted by the parties hereto that the present Appeal from Order impugns the order dated 1<sup>st</sup> December, 2011 passed by the Ld. City Civil Court, Dindoshi, Goregaon, Borivali Division, Mumbai in Chamber Summons No. 522 of 2011 in S. C. Suit 585 of 2009 thereby appointing Court Receiver in respect of the suit Flat viz., Tenement No. 67, Bldg. No. 17 in Yeshwant Nagar CHS Ltd.
2. It is agreed and admitted by the parties hereto that this Hon'ble Court by an order dated 25<sup>th</sup> January, 2012 stayed the further proceedings in S. C. Suit No. 585 of 2009.
3. It is agreed and admitted by the parties hereto that pursuant to the order dated 27<sup>th</sup> April, 2012 passed by this Hon'ble Court in Appeal from Order No. 21 of 2012, the Appellants have deposited a sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) in this Hon'ble Court on 15<sup>th</sup> June, 2012.
4. It is agreed and admitted by the parties hereto that the said amount of Rs. 50,00,000/- (Rupees Fifty Lakhs only) was invested by the registry in a fixed deposit with the Bank of Maharashtra and as on 3<sup>rd</sup> February, 2022, the said fixed deposit amount of Rs.50,00,000/- (Rupees Fifty Lakhs only) has grown to Rs.1,00,05,297.50/- (Rupees One Crore Five Thousand Two Hundred Ninety-Seven and Fifty paise only).

5. The parties hereto have mutually agreed to settle the dispute amongst themselves by way of the present consent terms, in the following manner:

a) It is agreed and admitted by the parties hereto that the stay granted to further proceedings in S. C. Suit No. 585 of 2009 by order dated 25/01/2012 passed this Hon'ble Court in WP No. 11091 of 2011 (which was converted into A.O. No. 21 of 2012) shall stand vacated;

b) It is agreed and admitted by the parties hereto that out of the said amount of Rs.1,00,05,297.50/- (Rupees One Crore Five Thousand Two Hundred Ninety-Seven and Fifty paise only), the Registry is ordered and directed to disburse the same as under:

i. To pay, a sum of Rs.55,00,000/- (Rupees Fifty-Five lakhs only) to Mr. Chandrakant Bhimrao Khadtale, Respondent No. 1 herein. The said payment be made by the registry by RTGS by transferring Rs.55,00,000/- (Rupees Fifty-Five lakhs only) in the account of Respondent No. 1, viz. Name: Chandrakant Bhimrao Khadtale, Savings Account No.10132462892, SBI Bank, Versova Branch, IFS Code: SBIN0003117, within two weeks from the date of the present order;

ii. To pay, a sum of Rs.14,00,000/- (Rupees Fourteen lakhs only) to Mrs. Shobha Gangurde, Respondent No.3 herein. The said payment be made by the registry by RTGS by transferring Rs.14,00,000/- [Rupees Fourteen lakhs only] in the account of Respondent No. 3 viz. Name: Shobha Shashikant Gangurde, Savings

Account No. 005200100029203, Saraswat Bank, Goregaon West Branch, IFS Code:SRCB0000005, within two weeks from the date of the present order;

- iii. To pay, a sum of Rs.14,00,000/- (Rupees Fourteen Lakhs only) to Mrs. Sulbha Deepak Jadhav, Respondent No.4 herein. The said payment be made by the registry by RTGS by transferring Rs.14,00,000/- [Rupees Fourteen lakhs only] in the account of Respondent No.4 viz. Name: Mrs. Sulbha Deepak Jadhav, Saving Account no. 20048654212, Bank of Maharashtra, Versova Branch, IFS Code-MAHB0000416, within two weeks from the date of the present order;
- iv. To pay, a sum of Rs.14,00,000/- (Rupees Fourteen lakhs only) to Ulhas Bhimrao Khadtale, Respondent No. 6 herein. The said payment be made by the registry by RTGS by transferring Rs.14,00,000/- [Rupees Fourteen lakhs only] in the account of the Respondent No. 6 viz. Name: Ulhas Bhimrao Khadtale, Savings Account no. 026301522557, ICICI Bank, Lokhandwala Branch, IFS Code-ICIC0000263, within two weeks from the date of the present order.
- v. To pay, a sum of Rs.3,00,000/- [Rupees Three Lakh only] to Deepak Bhimrao Khadtale, Respondent No. 5. The said payment be made by the registry by RTGS in the account of Respondent No. 5 viz. Name: Deepak Bhimrao Khadtale, Savings Account no. 002210100016372, Bank of India, Goregaon West

Branch, IFS Code-BKID0000022, within two weeks from the date of the present order;

- vi. It is also agreed and admitted by the parties hereto that, the Appellants have also handed over a cheque bearing no.000005, amounting to Rs. 11,00,000/- (Rupees Eleven Lakhs only) drawn on HDFC Bank, Jawahar Nagar branch, to Deepak Bhimrao Khadtale, Respondent No. 5 herein. Therefore, Respondent No. 5 has received a total sum of Rs.14,00,000/- (Rupees Fourteen lakhs only).
- c) It is agreed and admitted by the parties hereto that, in case of any balance amount remaining in the account balance of the said fixed deposit at Bank of Maharashtra at the time of the above disbursement of funds, the said balance amount shall be transferred to Appellant no.1/ Original Defendant no.7 viz. Indrakumar Jain's account. The account details are: Name- Indrakumar Jain, Bank- HDFC Bank, Goregaon West Jawahar Nagar Branch, Account no.- 03221930000102 and IFSC: HDFC0000322.
- d) It is agreed and admitted by the parties hereto that Respondent No. 6, viz. Mr. Ulhas Khadtale has handed over to the Appellant/Defendant nos.7 to 10, a share certificate bearing no.105,in respect of Tenement no. 67 situate in Building no.17, Yashwant Nagar CHS Ltd., Yashwant Nagar, Goregaon (W), Mumbai-400062 (hereinafter referred to as "the said tenement"). The said share certificate is in the name of the deceased Defendant No.1 viz. Mrs. Devubai Bhimrao Khadtale. The Respondent

no.1, 3 to 6 agree and undertake to give their No objection certificate to the Respondent no.7/Original Defendant No.6 society for the transfer of the said share certificate.

e) The Respondent nos.1, 3 to 6 agree and undertake to fully cooperate with Respondent no.7/Original Defendant No.6 society in the process of the transfer of share certificate no.105.

f) The Appellants herein agrees and undertakes to sign all necessary documents, forms, applications etc. for bringing their names on record in the said share certificate no.105. The Appellants herein also agree and undertake pay the necessary charges, fees, etc. To Respondent no.7/Original Defendant No.6 Society, for the purpose of bringing their names on record in the said share certificate no. 105 in respect of the said tenement.

g) The Respondent No.5 viz. Deepak Bhimrao Khadtale gives his no objection for transfer of the Electric Meter no.787306, Account No.101922781 in the name of the Appellants and also shifting the said meter box, from Respondent no.5's premises viz. 17/68 to the said tenement of the Appellants/Original Defendant Nos.7 to 10, in respect of the said tenement No.17/68.

6. Upon receipt of Rs.55,00,000/- (Rupees Fifty-Five lakhs only) as per clause 5(b)(i) above Mr. Chandrakant Bhimrao Khadtale, Respondent No. 1 herein agrees and undertakes to withdraw the S.C. Suit No. 585 of 2009 and S. C. Suit No. 4820 of 2005, pending before the Hon'ble City Civil Court, Dindoshi, unconditionally, within two weeks of receiving the

said amount.

7. It is agreed and admitted by the parties hereto that by virtue of the present Consent Terms, Respondent nos.1, 3 to 6 and their legal heirs will have no claim in respect of the Suit Property hereto.
8. It is agreed and admitted by the parties hereto that all obligations of the parties as set out in the present Consent Terms shall be deemed to be undertakings given to this Hon'ble Court.
9. It is agreed and admitted by the parties hereto that in the event of any of the parties failing to comply with their respective obligations under present Consent Terms, which obligations are deemed to be undertakings given to this Hon'ble Court, the aggrieved party, shall be entitled to initiate appropriate proceedings before the appropriate court.
10. It is agreed and admitted by the parties hereto that this Hon'ble Court may be pleased to dispose of the present Appeal from Order in terms of the present Consent Terms.

3. The terms are signed by all the parties and their respective counsel except Respondent No.7-Yeshwant Nagar Co-op. Hsg. Society Ltd. Learned counsel for the respective parties state that the dispute is basically within members of the Society and the said Society is a proforma party and no relief is sought against Respondent No.7. All the signatories to the consent terms are present before the Court. They have identified their

signatures and confirmed the contents of the consent terms. Hence, the consent terms are taken on record and marked 'X' for identification.

4. Respondent No.1, who is present before the Court makes a statement that in view of the settlement and the consent terms filed before this Court, he will withdraw the suits filed before the City Civil Court at Dindoshi. Statement is accepted.

5. The appeals stand disposed of in view of the consent terms filed by the parties. Court fee, if permissible under rules, be refunded

6. Civil Applications stand disposed of in view of disposal of the appeals.

**(SMT. ANUJA PRABHUDESSAI, J.)**