

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 803 OF 2021**

Ganesh Talsaji Tak ...Petitioner
Versus
Sadguru and DLPL Joint Venture & Ors ...Respondents

Mr Swapnil Nagpurkar, *with DV Saroj, for the Petitioner.*
Mr Jeet Gandhi, *for Respondent No. 1.*
Mr Abhijit Kulkarni, *with Viraj Hake & Shwetha Shah, for*
Respondent No. 3.

**CORAM G.S. Patel &
 Madhav J. Jamdar, JJ.**
DATED: 16th March 2022

PC:-

1. After several hearings during which we have heard either Mr Saroj or Mr Nagpurkar for the Petitioner and Mr Gandhi for the 1st Respondent, it seems that some partially workable solution has been arrived at. As previously directed in our order dated 11th March 2022, a larger layout plan has been made available. This is taken on record and marked “X4” for identification with today’s date. The sketch map shows in blue diagonal lines Shop No. 8 in the rehab building to be allotted to the Petitioner. This shop lies to the right side of the entry gate to the complex, i.e. to the east. It is 90 sq ft. A copy of this plan is annexed to this order.

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2. On behalf of the developer, present in Court is Mr Sudesh Patil, as also Mr Rajesh Jain a partner of the 1st Respondent firm. In Court, Mr Jain has given instructions to Mr Gandhi. The Petitioner and his son Bharat are both personally present in Court. They have given written instructions to Mr Nagpurkar. They specifically waive Attorney-client privilege. Mr Nagpurkar tenders these written instructions. The identification documents of the Petitioner and his son are noted but returned. The written instructions are taken on record and marked “X5” for identification with today’s date. A copy of these are also appended to this order.

3. The understanding between the parties is that in addition to possession of the indicated commercial premises No. 8 in the rehab building, the 1st Respondent will, on a without prejudice basis, and in two equal installments within four weeks from today pay to the Petitioner an amount of Rs. 25 lakhs. The statement is accepted as an undertaking to this Court. That payment is to be made by online transfer, demand draft or cheque. If there is a written instrument, it is to be handed over to either Mr Saroj or Mr Nagpurkar. If online payment is preferred the Petitioner’s bank details will be communicated by Mr Saroj to Mr Gandhi.

4. There is one disputed document between the Petitioner and the developer. We are not making any comments on this document at all today because it is unnecessary in view of the understanding between the parties. At the joint request of the parties, however we take this original of these documents into custody and we direct the Prothonotary and Senior Master of this Court to hold the document in sealed cover properly preserved until further orders either of this

Court (including a Single Judge of this Court) or of the Bombay City Civil and Sessions Court. We say this because Mr Gandhi has sought leave to institute an appropriate proceeding in a Court of competent Civil jurisdiction not only to assail the document but also to seek a return of the whole or part of the amount that has been paid as compensation on a without prejudice basis. Mr Nagpurkar on the other hand has instructions to defend the document and his client's claim. He states specifically that his client reserves the right to claim a larger amount in damages whether by way of an independent proceeding, counter claim or otherwise. All contentions are expressly kept open.

5. We make it clear that the shop of which possession is given in the rehab building has nothing at all to do with the dispute between the parties based on the document. That possession was given as rehab tenament which is undisputed entitlement of the Petitioner.

6. This is sufficient in our view to dispose of the Petition. We do so in these terms with no order as to costs.

7. Mr Gandhi states that possession of shop No. 8 in the rehab building will be given by the end of the day today. The Petitioner states that he undertakes to remove the belongings immediately in order not to cause inconvenience to the parties.

8. This entire exercise will be complete by Saturday, 19th March 2022.

9. In case of difficulty, liberty to the both sides to apply.

(Madhav J. Jamdar, J)

(G. S. Patel, J)

CORAM : Shri G.B. Patel J
Shri Madhav Jambdar J
Date :- 16/03/2022

X-5
16/3/2022

IN THE HIGH COURT OF JUDICATURE
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 803 OF 2021

m/s. Jambdar

Ganesh Talsaji Tak

.. Petitioner

Vs.

M/s. Sadguru & DLPL Joint Venture & Ors.

.. Respondents.

WRITTEN INSTRUCTIONS TO MY ADVOCATE

I, MR. GANESH TALSADI TAK, having Adhaar No- 6297 1590 8844, the Petitioner hereinabove, state and submit as under :-

1. I say that I have been explained by my Advocate in Hindi the consequences of the settlement offer given by the Respondent.

2. I say that I have given instructions to my Advocate to accept the offer of taking possession of the Shop being granted in the Rehab Building and along with compensation thereto being granted by the Hon'ble Court.

3. I say that I hereby adhere to the Orders of this Hon'ble Court.

Bharat Ganesh Tak

Witness

(Bharat Ganesh Tak)

Ganesh Talsaji Tak

Petitioner,

(Ganesh Talsaji Tak)