

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO.272 OF 2022
WITH
INTERIM APPLICATION NO.1966 OF 2022
IN
APPEAL FROM ORDER NO.272 OF 2022

Ravindra Shreekrishna Pandit
V/S
Tushar Shreekrishna Pandit
& Ors.Appellant/Applicant
....Respondents

...

Mr. Mahadeo A. Choudharifor the Appellant/Applicant.
Mr. S.S. Redekar for Respondent No.1.
Mr. Ashish T. Suryavanshi a/w Ms. Stenna Fernandes for Respondent
No.2A.
Mr. M.P. Vora i/b M/s. Pramodkumar & Co. for Respondent No.3.

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CORAM: SANDEEP V. MARNE, J.
DATE : NOVEMBER 08, 2023.

P.C.:

1 The learned Advocates appearing for the Appellant and Respondent Nos.1 and 2A tender Consent Terms, which are taken on record and marked 'X' for identification. Appellant and Respondent Nos.1 and 2A are present in Court and confirm their signatures on the Consent Terms. They admit its contents. Respondent No.3 is the Developer who has no concern with the dispute between Appellant and Respondent

Nos.1 and 2A. The Appellant and Respondent Nos.1 and 2A shall pay to Developer all amounts due under the agreement for permanent alternate accommodation simultaneously with handing over the possession of tenements. The possession shall be handed over by the Developer to the Appellant and Respondent Nos.1 and 2A within a period of two weeks from today.

2 It is agreed that the Appellant shall become member of the Co-operative Society and that the Appellant and Respondent Nos.1 and 2A shall jointly bear the liability of paying the maintenance of the Society and property taxes from the date of handing over possession of the tenement. Statements made in the Consent Terms are accepted as Undertakings given to this Court.

3 The Appeal is accordingly disposed of in view of the Consent Terms. There is no order as to costs.

4 In view of the disposal of the Appeal, the Interim Application does not survive and the same is disposed of accordingly.

(SANDEEP V. MARNE, J.)