

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

WRIT PETITION NO. 6258 OF 2022

State Bank of India Supervising Staff
 Bhagyashree Co-op. Hsg. Soc. Ltd. ..Petitioner
 Vs.
 Mr. Dharmesh P. Sheth & Ors. ...Respondents

Mr. Y.V. Divekar with Mr. Chaitanya Rane and Ms. Shreeya Pednekar i/b.
 M/s. Divekar & Company for Petitioner.
 Mr. Amit Vyas with Mr. Mudit Ahuja i/b. Vertices Partners for
 Respondent Nos.1 and 2.

CORAM : G.S. KULKARNI, J.
DATE : FEBRUARY 08, 2023

P.C. :-

1. Learned counsel for the petitioner and learned counsel for respondent nos.1 and 2 have tendered Consent Terms as entered between the parties. They pray that the proceedings be disposed of in terms of the consent terms.

2. I have perused the consent terms. The consent terms are in respect of the premises which are described as Shop No.1, Ground and First Floor totally admeasuring 2134 sq. ft. carpet area in the building of the petitioner-society. Such premises are acquired by respondent nos.1 and 2 under a registered agreement dated 14 June, 2017 executed by respondent nos.1 and 2 as purchasers from one Solaris Developers Pvt. Ltd.

3. The parties have agreed that subject to payment of certain amounts, the petitioner would permit respondent nos. 1 and 2 to use the said premises in the manner as agreed in the consent terms. It is also provided in the consent terms that as the building in question is in an incomplete state and Occupation Certificate is yet to be obtained. In such context the parties have agreed in regard to parking as also in regard to separate water meter / water connection by respondent nos. 1 and 2 in clause 4(f) and (g), subject to which the shop premises would be used by respondent no. 1.

4. The consent terms are signed on behalf of the petitioner by Mr. Sachin Nazar, Treasurer and Mrs. Swati Ponkshe, Secretary and by respondent no. 1 and respondent no. 2. It is informed by learned counsel for the parties that signatories to the consent terms are present in the Court. There is no dispute in regard to the signatures as made on behalf of the parties on the consent terms. Their signatures are also identified by their respective advocates. The advocates for the parties have also put their signatures on the consent terms. The consent terms are accordingly taken on record and marked “X” for identification.

5. The petition is disposed of in terms of the consent terms, however, subject to a condition that the benefit of commercial user of the

premises subject matter of the consent terms by respondent nos.1 and 2 shall only be subject to an Occupation Certificate or part Occupation Certificate being issued by the municipal corporation in favour of the petitioner-society. In other words, only after Occupation Certificate has been granted, respondent nos.1 and 2 shall be permitted to occupy and use the premises for the purpose of which they have been acquired as per the arrangement in the consent terms. Ordered accordingly.

6. Subject to the above observations, the petition is disposed of in terms of the consent terms. No costs.

[G.S. KULKARNI, J.]