

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****INTERIM APPLICATION (L) NO. 36574 OF 2022****WITH****SUIT (L) NO. 35417 OF 2022**

Rashida Fakhruddin Rajkotwala and Ors. .. Applicants

IN THE MATTER BETWEEN:

Rashida Fakhruddin Rajkotwala and Ors. .. Plaintiffs

Versus

Shabbir Asgerali Rajkotwala .. Defendant

.....

- Mr. Mehul Thakker for Plaintiffs
- Ms. Karishma Shirke a/w. Ms. Alfiya Palitanwale for Defendant

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CORAM : MILIND N. JADHAV, J.**DATE : MARCH 23, 2023.****P.C.:**

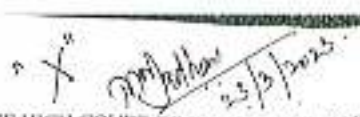
1. Heard Mr. Thakker, learned Advocate for Plaintiffs and Ms. Shirke, learned Advocate for Defendant.

2. Parties have tendered Consent Terms and compromised. Copy of the Consent Terms dated 23.03.2023 is taken on record and marked "X" for identification.

3. Parties who have executed the Consent Terms are present in Court. Consent Terms are signed by the learned Advocate for Plaintiff; Plaintiff No.1; Plaintiff No.2; Plaintiff No.3; learned Advocate for Defendant. Defendant is handicapped in his left writing hand and therefore has put his left hand thumb impression which has been

identified by both the learned Advocates. He is present in Court before me and confirms execution of the Consent Terms.

4. For convenience, the scanned copy of the Consent Terms running into 8 pages is reproduced below for reference :


 IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL JURISDICTION
 SUIT (ST.) NO. 35417 OF 2022
DISTRICT: MUMBAI
 Rashida Fakhruddin Rajkotwala, & Ors. Plaintiffs
 V/S,
 Shabbir Asgerali Rajkotwala Defendant

CONSENT TERMS

1. Pursuant to the order dated 10.01.2023 by Her Hon'ble Justice Smt. Bhurati Dangre, the Parties were permitted to sit for Settlement. Both the Parties agreed for Settlement as the dispute is inter family and they are also desirous of Settling the dispute.
2. That the Parties as well as their Advocates came with draft proposals and they decided to resolve their dispute by coming to mutual understanding.
3. Accordingly, the parties want to agree and confirm the terms and conditions which are as under:
 - a. The Plaintiffs (Husband and Father Late Mr. Fakhruddin Asgerali Rajkotwala) and Defendant has following properties in their Joint Names:

Sr. No.	Property Address	Status
1.	Al-Sa'adn Shopping Arcade Commercial Premises Co.op. Soc.	Shop

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	Ltd., Shop No. G-23, Ibrahim Rahimutallah Road, Bhendi Bazar, Mumbai - 400 003. C. S. No. 3632 of Bhuleswar Division in Sub - Cluster 3	
2.	Al-Sa'adah Shopping Arcade Commercial Premises Co.op. Soc. Ltd., Shop No. F - 16, Ibrahim Rahimutallah Road, Bhendi Bazar, Mumbai - 400 003. C. S. No. 3632 of Bhuleswar Division in Sub - Cluster 3	Shop
3.	Al-Sa'adah Shopping Arcade Commercial Premises Co.op. Soc. Ltd., Shop No. S - 13, Ibrahim Rahimutallah Road, Bhendi Bazar, Mumbai - 400 003. C. S. No. 3632 of Bhuleswar Division in Sub - Cluster 3	Shop
4.	Al-Sa'adah Co.op. Hsg. Soc. Ltd., B - Wing, Flat No. 1151, 11 th Floor,	Flat

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	Ibrahim Rahimutallah Road, Bhendi Bazar, Mumbai – 400 003. C. S. No. 3632 of Bhuleshwar Division in Sub – Cluster 3	
5.	Al-Sa'adah Co.op. Hsg. Soc. Ltd., B – Wing, Flat No. 1159, 11 th Floor, Ibrahim Rahimutallah Road, Bhendi Bazar, Mumbai – 400 003. C. S. No. 3632 of Bhuleshwar Division in Sub – Cluster 3	Flat
6.	Shop No. 3, Ground Floor, 26, Nazarali Building, Dharamshi Street, Mumbai – 400 003. BMC Contract No. 70144149	Shop
7.	Ruqaiya Manzil – Municipal Ward No. C-6875, C.S. No. – 3651, C-Ward, Room No. 7 & 8, 3 rd Floor, 95-95A, Dhahoo Street Road, Bhendi Bazar, Mumbai – 400 003.	Flat

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- b. That both the Plaintiffs and Defendant agreed to share the properties as agreed by them in the Oral Family Settlement which is as under:

- i. The Plaintiffs will take following properties and Defendant undertakes to give signature on the documents which is required for transfer of their share in the properties if the need may so arise in the future. The Defendant Will Cooperate with the Plaintiffs in future for Documentation if required.

Sr. No.	Property Address	Status
1.	Al-Sa'adah Shopping Arcade Commercial Premises Co.op. Soc. Ltd., Shop No. G-23, Ibrahim Rahimutallah Road, Bhendi Bazar, Mumbai - 400 003. C. S. No. 3632 of Bhuleshwar Division in Sub - Cluster	Shop
2.	Al-Sa'adah Shopping Arcade Commercial Premises Co.op. Soc. Ltd., Shop No. F - 16, Ibrahim Rahimutallah Road, Bhendi	Shop

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	Bazar, Mumbai – 400 003, C. S. No. 3632 of Bhuleshwar Division in Sub – Cluster	
3.	Al-Sa'adah Co.op. Hsg. Soc. Ltd., B – Wing, Flat No. 1151, 11 th Floor, Ibrahim Rahimutallah Road, Bhendi Bazar, Mumbai – 400 003, C. S. No. 3632 of Bhuleshwar Division in Sub – Cluster	Flat
4.	Al-Sa'adah Co.op. Hsg. Soc. Ltd., B – Wing, Flat No. 1159, 11 th Floor, Ibrahim Rahimutallah Road, Bhendi Bazar, Mumbai – 400 003, C. S. No. 3632 of Bhuleshwar Division in Sub – Cluster.	Flat

- ii. The Defendant will take following properties and Plaintiffs undertakes to give signature on the documents which is required for transfer of their share in the properties if the need may so arise in the future. The Plaintiffs will Cooperate with the Defendant in future for Documentation if required.

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Sr. No.	Property Address	Status
1.	Al-Sa'adah Shopping Arcade Commercial Premises Co.op. Soc. Ltd., Shop No. S – 13, Ibrahim Rahimutallah Road, Bhendi Bazar, Mumbai – 400 003. C. S. No. 3632 of Bhuleshwar Division in Sub – Cluster 3	Shop
2.	Shop No. 3, Ground Floor, Nazarali Building, Dharamshi Street, Mumbai – 400 003. BMC Contract No. 70144149	Shop
3.	Ruqaiya Manzil – Municipal Ward No. C-6875, C.S. No. – 3651, C-Ward, Room No. 7 & 8, 3 rd Floor, 95-95A, Dhaboo Street Road, Bhendi Bazar, Mumbai – 400 003.	Flat

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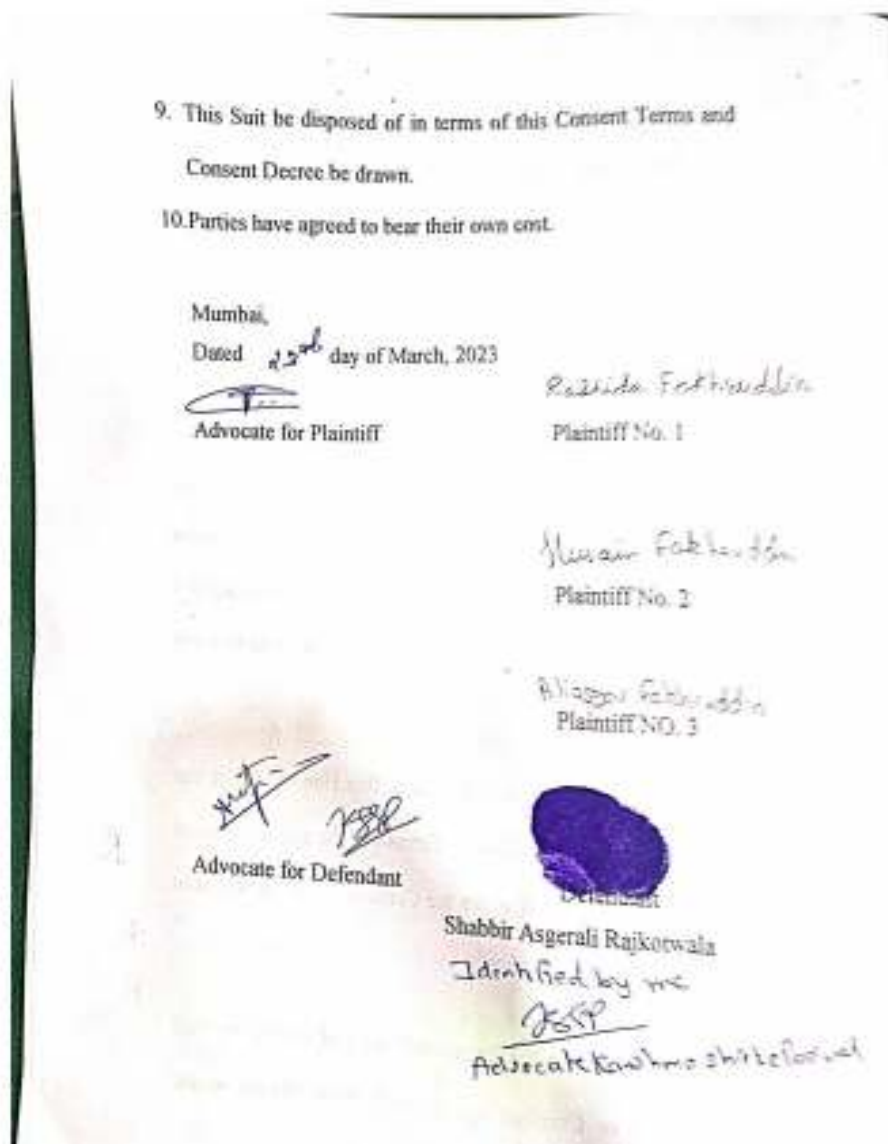
iii. Both the Parties undertakes to withdraw/ compound forthwith all cases/ applications/ suit filed by them against each other.

4. Thereafter, Defendant shall not indulge in any activity of claiming rights of any nature for the said flats / shops and/or re-entering the said flats / Shops and/or to interfere with the sole possession of Plaintiffs and Defendant of the said flats / Defendant thereafter in whatsoever manner either by themselves and/or through their assign agents, servants.
5. That Plaintiffs and Defendant hereby declares that upon execution of and due compliance of above stated consent terms they will have no claim / or right of whatsoever nature against each other as both of them has relinquished upon signing this consent terms and duly complying it.
6. Both the parties further undertake to this Hon'ble Court that they will abide by the Consent Terms and the above captioned matter be disposed off as per the Consent Terms and Consent decree be drawn accordingly.
7. It is agreed between the Parties that they will not file any new cases Civil or Criminal against each other relating to the properties in future.
8. This Consent Terms shall be part of order in this suit.

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5. The Undertakings given in the Consent Terms are accepted as undertakings given to this Court.
6. Suit is disposed of in terms of the above Consent Terms.
7. In view of the disposal of the Suit, Interlocutory application also stands disposed.
8. Refund of Court fees as per rules.

[MILIND N. JADHAV, J.]