

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.13684 OF 2024

SATISH
RAMCHANDRA
SANGAR

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SATISH RAMCHANDRA
SANGAR

Date: 2024.11.29
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M/s.Surya Promoters & Builders

Construction Co. A Partnership Firm

Registered under Indian Partnership

Act, 1932, Having its registered Office

at A/66, Vishrantwadi, Pune.

Thorough its Partner : Mr.Dnyanadeep

Vinayak Kale, Age : Adult, Occupation:

Business, Residing at : Krantiveer Tatyia

...Petitioner

Tope Society, Wanowari, Pune:411 040. (Orig. Defendant No.1)

Versus

1. **Smt.Indirabai Vijayanand Hiwale**
Since deceased, through her heirs and
Legal Representatives 1 A, 1 B, 1 C & 1 D
- 1 A. **Vijayanand Manoharrao Hiwale**
Since deceased, through her heirs and
Legal Representatives 1 B, 1 C & 1 D
- 1 B. **Ravindra Vijayanand Hiwale**
Age : 72 Years, Occupation : Nil,
Residing at : S. No.51/10, Shanti Nagar,
Wanowarie, Pune : 411 010.
- 1 C. **Vijendra Vijayanand Hiwale**
Age : 70 Years, Occupation : Nil,
Residing at : Plot No.22, S.No.23,
Niwarra Society Sridharnagar,
Dhankawdi, Pune : 411 043.
- 1 D. **Sudhir Vijayanand Hiwale**
Age : 47 Years, Occupation : Nil,

Residing at : Bethel, 55/3, Sector 21,
Yamunanagar, Nigdi, Pune : 411 044.

...Respondents
(Original Defendants)

Mr.Karan S. Thorat:-	Advocate for Petitioner.
Mr.Dhananjay K. Bhosale:-	Advocate for Respondents.

CORAM : S. M. MODAK, J.

DATE : 25th NOVEMBER 2024

P. C. :-

1. Heard learned Advocate for the Petitioner (Judgment-Debtor) and learned Advocate for Respondents (Decree-Holders).
2. In a Suit filed by the owners of the property – present Respondents against the Developer and others, there was a Decree after contest. It is on Page No.36. The Plaintiffs' claim about Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) was accepted but other claim in respect of flat was not accepted but there is an alternate relief of paying an additional amount to the Plaintiff. This order was confirmed by the Appellate Court on 12th January 2017. (Page No.37). When the Developer filed Second Appeal, on the basis of '*consent terms*' executed, this Court has disposed of the Appeal on 17th June 2019 (Page No.53).

3. The '*consent terms*' mentions about admission of liability to the extent of Rs.28,00,000/- (Rupees Twenty Eight Lakh) by the Petitioner in favour of Respondents. It is to be paid in following manner:-

- (i) Rs.1,00,000/- (Rupees One Lakh) already paid.
- (ii) Rs.13,50,000/- (Rupees Thirteen Lakh Fifty Thousand) to be paid on or before 31st July 2019.
- (iii) Remaining 50% to be paid on 30th September 2019.

Out of that amount, Rs.15,50,000/- (Rupees Fifteen Lakh Fifty Thousand) is paid as contended in Para No.6 of the Application. (Page No.59).

4. The Judgment-Debtor contends that the remaining claim is satisfied because he got less area of the land. The Development Agreement mentions 6R of land whereas the Judgment-Debtor came to know that it is only 4R of land. It is on the basis of 7X12 extract filed by the Decree-Holders as per Application dated 12th January 2024. (Page No.62). The grievance of the Judgment-Debtor is rejected by the trial Court as per the order dated 5th August 2024. (Page No.71).

5. Learned Advocate for the Petitioner tried to convince me that case of adjustment of remaining part of the Decree is made out. I am

unable to agree with his submission. The reasoning finds place in Para No.7 and they are self explanatory. I find, no merit in the Petition. Hence, **it is dismissed.**

[S. M. MODAK, J.]