

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO.147 OF 2024**

Vibhushan Estates Private Limited ...Plaintiff

Versus

District Deputy Registrar, Co-operative
Societies, Mumbai - IV And
The Competent Authority & Ors. ...Defendants

**WITH
INTERIM APPLICATION (L) NO.9716 OF 2023
IN
SUIT NO.147 OF 2024**

Vibhushan Estates Private Limited ...Applicant

IN THE MATTER BETWEEN:

Vibhushan Estates Private Limited ...Plaintiff

Versus

District Deputy Registrar, Co-operative
Societies, Mumbai - IV And
The Competent Authority & Ors. ...Defendants

Mr. Gautam Ankhad a/w Mr. Sunny Shah, Mr. Viral Dilip Shukla, Ms. Priti Shukla & Rudra Dani i/b M/s. Shukla & Associates, for the Plaintiff.
Ms. Prachi Tatake, Addl. GP a/w Mr. Himanshu Takke, AGP, for the Defendant-State.

Mr. Anand Pai a/w Hetal Vakil, & Janakraj Vakil, i/b. J. R. Vakil & Associates, for Defendant No.2.

Mr. Atul Singh, for Defendant No.3.

Adv. Pragya i/b M/s. Legal Vision, for Defendant No.5.

Ms. Priyanka Fadia i/b. Mr. Shashank Fadia, for Defendant No.12 (Through VC).

Mr. Tushar Gujjar a/w Mr. Brijesh Nittekar & Mr. Ankush Shah i/b SL Partners, for Defendant No.17.

Mr. Dipak Ratansi Bhatia and Mr. Ragesh Dipak Bhatia, both Directors of Plaintiff-Company, present.

Mr. Ramesh Patel, Chairman, Mr. Pankaj Agarwal, Secretary, and Mr. Deepak Rao, Treasurer of Defendant No.3-Society, present,

Mr. Murari Shah, Business Development Head, and Ms. Genevieve D'Souza, In-house Counsel-Legal, on behalf of Defendant No.17, present.

CORAM: MADHAV J. JAMDAR, J.

DATED: 22 JULY 2024

P.C.:

1. Pursuant to the Order dated 20th June 2024 and further Order dated 5th July 2024 Plaintiff, Defendant no.2 and Defendant No. 17 have filed respective Affidavits. Plaintiff has filed an Affidavit dated 20th July 2024 of Mr. Dipak Ratnasi Bhatia who is the Director of the Plaintiff-Company, Mr. Deepak Nayak, Chairman of the Defendant No.2-Society has filed an Affidavit dated 18th July 2024, and Mr. Nikunj Sanghavi, authorised representative of the Defendant No.17 has filed an Affidavit dated 18th July 2024. The explanation given in said Affidavits is accepted.

2. Mr. Ankhad, learned Counsel for the Plaintiff, Mr. Singh, learned Counsel for Defendant No.3, and Mr. Tushar Gujjar, learned Counsel for Defendant No.17 states that the Plaintiff, Defendant No.3, and Defendant No.17 have amicably settled the dispute and entered into a settlement by way of the Consent Terms. They state that the Consent Terms were tendered in Court on 6th June 2024 and a learned Single Judge had taken the same on record. All of them state that certain amendments were allowed by Order dated 6th June 2024 and therefore the matter was adjourned to 10th June 2024 and directed to be listed under the caption 'Consent Terms'.

3. Mr. Ankhad, learned Counsel for the Plaintiff states that amendment as directed by Order dated 6th June 2024 has been carried

out by which the Defendant No.17 has been impleaded as party to the Suit. He states that the Petitioner–Company by a Resolution dated 29th May 2024 has approved the Consent Terms and had resultantly entered into an agreement to settle the dispute and thereby executed the Consent Terms with Defendant No.3 and Defendant No.17. By the said Resolution, Mr. Dipak Ratansi Bhatia and Mr. Ragesh Dipak Bhatia, Directors of the Petitioner–Company have been authorised to execute the Consent Terms. The Consent Terms are executed by both these Directors. Their signatures are identified by the learned Counsel for the Plaintiff. Both of them are present in the Court and state that the dispute amongst the Plaintiff, Defendant No.3, and Defendant No.17 has been resolved in terms of the Consent Terms.

4. The Defendant No.3 is a registered housing Society. Learned Counsel for the Defendant No.3 states that the Society has passed a Resolution in the Special General Body Meeting held on 1st May 2024. By the Resolution No.2 passed in the said Special General Body Meeting, draft of the Indenture to be executed between the Plaintiff, Defendant No.3, and Defendant No.17 has been approved and the Chairman, Secretary, and Treasurer have been authorised to execute the necessary documents. Accordingly the Chairman, Secretary, and Treasurer of the Defendant No.3–Society have signed the Consent Terms. All of them are present in Court. Their signatures are identified

by the learned Counsel for the Defendant No.3.

5. The Defendant No.17 is a Limited Liability Partnership Firm. The Consent Terms are executed by a designated partner of the Defendant No.17. Learned Counsel for the Defendant No.17 identifies his signature. Learned Counsel for the Defendant No.17 states that Mr. Haresh N. Sanghavi, designated partner of Defendant No.17 could not remain present in Court as he is indisposed. He states that the signature appearing on the Consent Terms is that of Mr. Haresh N. Sanghavi designated partner.

6. Thus the Consent Terms are signed by authorised representatives of the Plaintiff, Defendant No.3, and Defendant No.17. Accordingly, the Consent Terms are taken on record and marked “X” for identification. The Suit is decreed in terms of the Consent Terms entered between the Plaintiff, Defendant No.3, Defendant No.17, qua them.

7. As the Consent Terms are entered into between the plaintiff, Defendant no. 3 and Defendant No. 17, it is clarified that the Consent Terms will not be binding on other parties to the Suit.

8. The Stamp Authorities are at liberty to proceed in accordance with law.

9. It is also clarified that the Suit will continue with respect to other Defendants.

[MADHAV J. JAMDAR, J.]