

Manoj

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

Digitally  
signed by  
WAKLE  
MANOJ  
JANARDHAN  
Date:  
2024.08.29  
20:51:39  
+0530

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 Sr. Counsel a/w Mr. Sunny Shah, Mr. Viral Shukla, Mrs. Priti Shukla & Mr. Rubra Dani, i/b M/s. Shukla & Associates, for the Plaintiff.

Mr. Himanshu B. Takke, AGP, for the Defendant-State.

Mr. J. R. Vakil, i/by J. R. Vakil & Associates, for the Defendant No.2.

Mr. Atul S. Singh, for the Defendant No.11.

Mr. Brijesh Nittekar a/w Mr. Deepak Singh & Mr. Ankush Shah, i/by SL Partners, for the Defendant No.17.

Mr. Dipak Ratansi Bhatia & Mr. Ragesh Dipak Bhatia, both Directors of Plaintiff, present.

Mr. Deepak Nayak, Chairman, Defendant No.2-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 : AUGUST 29, 2024

P.C.:

**1.** Heard Mr. Ankhad, learned Senior Counsel appearing for the Plaintiff, Mr. Vakil, learned Counsel appearing for the Defendant No.2, Mr. Singh, learned Counsel appearing for the Defendant No.17 and Mr. Atul Singh, learned Counsel appearing for the Defendant No.11.

**2.** At the outset, Mr. Ankhad, learned Senior Counsel states that in the Suit, challenge is to the Deemed Conveyance order issued by the Defendant No.1 in favour of Defendant No.2 -Panch Ratna Co-operative Housing Society Limited and Defendant No.3 - Shri Punit Nagar (Plot No.3) Co-operative Housing Society Limited. He states that the Plaintiff has already settled the dispute with Defendant No.3 and accordingly, Consent Terms were filed in this Court. He states that pursuant to said Consent Terms, the Suit has been decreed in terms of the Consent Terms by Order dated 22nd July 2024 passed by this Court. The said order clarifies that Suit will continue with respect to other Defendants. He states that now, the dispute between the Plaintiff, Defendant No.2 and Defendant No.17 has also been settled and these parties are filing the Consent Terms.

**3.** Mr. Ankhad, learned Senior Counsel for the Plaintiff states that Plaintiff–Company by a Resolution dated 18th July 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.2 and Defendant No.17. By the said Resolution, Mr. Dipak Ratansi Bhatia and Mr. Ragesh Dipak Bhatia, Directors of the Plaintiff–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 Advocate for the Plaintiff. Both of them are present in the Court and state that the dispute amongst the Plaintiff, Defendant No.2, and Defendant No.17 has been resolved in terms of the Consent Terms.

**4.** The Defendant No.2 is a registered housing Society. Learned Counsel for the Defendant No.2 states that the Society had passed a Resolution in the Special General Body Meeting held on 18th July 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.2, and Defendant No.17 has been approved and the Chairman, Secretary, and Treasurer of the society have been authorised to execute the necessary documents. Accordingly the Chairman, Secretary, and Treasurer of the Defendant No.2–Society have signed the Consent Terms. The Chairman of Defendant No.2-Society is present in Court. He states that dispute between the Plaintiff, Defendant No.2 and the Defendant No.17 has been resolved in terms of the Consent Terms. Learned Counsel for the Defendant No.2 states that due to certain difficulties the Secretary and Treasurer of the Defendant No.2 could not

remain present in the Court. However he identifies their signatures appearing on the Consent Terms.

**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 and he identifies the said signature.

**6.** Thus, the Consent Terms are signed by authorised representatives of the Plaintiff, Defendant No.2, and Defendant No.17. Accordingly, the Consent Terms are taken on record and marked as “Y” for the purpose of identification. The Suit is decreed in terms of the Consent Terms entered amongst the Plaintiff, Defendant No.2, Defendant No.17, qua them.

**7.** As the Consent Terms are entered into amongst the plaintiff, Defendant No.2 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.** As in the Suit, challenge is to the Deemed Conveyance order granted in favour of Defendant Nos.2 and 3 and as the dispute between

the Plaintiff, Defendant No.2, Defendant No.3 and Defendant No.17 has been amicably resolved by filing of the Consent Terms, marked as Exhibit “X” and “Y” for the purpose of identification, the Suit is decreed in terms of the said Consent Terms. The Undertakings in the Consent Terms (Exhibit “X” and “Y”) are accepted.

**10.** It is clarified that the Consent Terms will be binding only on the parties to the Consent Terms and not on the other parties to the Suit.

**11.** Refund of court fee, if any, as per the rules is permitted.

**12.** Drawing of decree is expedited.

**13.** The Interim Applications, if any, do not survive and the same also stand disposed of accordingly.

[MADHAV J. JAMDAR, J.]