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

WRIT PETITION NO. 1279 OF 2024

Shree Gagandeep Co-operative Housing Society
Ltd.

.. Petitioner

Versus

Harshad Mehta and Anr.

.. Respondents

-
- Mr. Vikram N. Walawalkar, Advocate i/by Mr. Amey C. Sawant for Petitioner.
 - Mr. B.K. Gala, Advocate for Respondent Nos.1 and 2.

.....

CORAM : MILIND N. JADHAV, J.

DATE : JUNE 30, 2025.

P.C.:

1. At the request of both the learned Advocates, present Petition is called out and taken up for hearing out of turn at 01:05 p.m. in view of the exigency involved.

2. Heard Mr. Walawalkar, learned Advocate for Petitioner and Mr. Gala, learned Advocate for Respondent Nos.1 and 2.

3. Both the learned Advocates inform the Court that parties have reconciled and settled their disputes and desire to file Consent Terms dated 14th April 2025. Copy of the Consent Terms is taken on record and marked "X" for identification. Both the learned Advocates inform the Court that Consent Terms which are placed on record is coloured photo copy and the original Consent Terms are with the office

of Petitioner – Society.

4. Advocate for Petitioner – Society is directed by the Court to place original Consent Terms on record of this Court and Registry / Department of this Court is directed to accept the same and place in the file of the case.

5. Consent Terms are duly signed by 5 Petitioners and both Respondents. They are present in Court today and are identified by the learned Advocates appearing for the respective parties. Resolution of the Society dated 18.04.2025 is appended to the Consent Terms.

6. Learned Advocates inform the Court that as stated in the Consent Terms the cheque of Rs.3,76,000/- which is the final balance cheque is handed over to the Petitioner – Society in Court before me.

7. Respondents are directed by the Court to ensure that the said cheque shall be honoured and appropriate positive pay verification notice be given to the concerned Bank to ensure that the said cheque does not get dishonoured, failing which it will be held against Respondents.

8. Consent Terms are running into 3 pages. For the sake of reference, Consent Terms are scanned and reproduced below:-

Received by
30/6/25
"X"
Mr. Harshad Mehta
30/6/2025

(1)

Consent Terms

These **Consent Terms** have been executed at **Mumbai on 14th April, 2025** between the **Petitioner, Shree Gagandeep CHS Ltd.** and the **Respondent Mr. Harshad Mehta and Anr.** in **WP No. 1279 of 2024.**

1. First issue of the said petition is the terrace comprising of 468 square feet being used by Mr Harshad Mehta on 6th floor and remaining portion of terrace belonging to society:-
This issue is resolved amicably by and between both the parties as Mr Harshad Mehta has demonstrated good gesture towards agreeing to consent terms by handing over the keys of the door of the common terrace to the society on 22nd July 2024 on condition that society will keep keys in safe place with responsible person, so that only authorised person and members of the society will be allowed to use balance portion of said terrace. Mr Harshad Mehta asked society to allow him to use 468 sq ft of open terrace. This is accepted and agreed by society and this issue will not be raised by society any more.
2. Second issue is regarding various charges levied by the society to Mr Harshad Mehta, such as:-
Terrace maintenance charges
Water for plant charges
Mr Harshad Mehta has agreed to pay terrace maintenance charges and society will not levy any water charges for plants.
3. Mr Mehta has sought refund of Rs 2,50,000/- towards parking deposit taken by the society and interest thereon. By way of this consent terms following terms are agreed upon for the amount payable to society and by society:-
Total amount payable by Mr Mehta to society till 30/06/2024 is as follows:-
Total amount to be paid by Mr Mehta is Rs 7,51,000/- in instalments as follows:-
Rs 1,63,000/- as advance
Rs 37,000/- as advance
Rs 1,75,000/- payable on the date on which these consent terms are signed by both parties.
Rs 3,76,000/- payable at the time of filing of these consent terms before Hon. High Court

ml
Anu
Cham
Mr. Harshad Mehta
Raina
GAS
SHREE GAGANDEEP CHS LTD.
14/4/2025
MUMBAI

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This will be treated as full and final settlement of all the accounts by which neither society will claim any charges from Mr Harshad Mehta nor Mr Mehta will claim refund of parking deposit of Rs. 2,50,000/- from society.

4. Mr Harshad Mehta is legally allowed to give their flat on rent/lease to any person subject to prevailing laws of the land and bye laws of the society in this regard and Mr Mehta and Society will follow laws in this regard.

5. Both parties have agreed to withdraw all cases/complaints which they have filed against each other before all the Authorities, including Dy. Registrar or higher up and BMC/Police etc and at various courts at the earliest and in any case not later than 30 days from the date of filing of these consent terms before the Honourable High Court. Due to ignorance or otherwise if any of such complaints are not withdrawn for any reason whatsoever both the parties agree that same be treated as withdrawn.

6. As decided by society, this consent terms are signed by Hon. Secretary and Hon. Treasurer as authorised by the society and Mr Harshad Mehta as well as Mrs. Archana Mehta and will be effected from the date of signing /execution of this consent terms and will be submitted before the Honourable High Court during the next hearing.

At Mumbai
Dated 14th April 2025

SHREE GAGANDEEP CO-OP. HSG. SOC. LTD

[Signature]
Treasurer (Petitioners)

[Signature]
Secretary

[Signature]
PAS

[Signature]
Mundari
Raina

[Signature]
(Respondents)

[Signature]
Archana Mehta



Shree Gagandeep Co-op Housing Society Limited

22.3. Gulmohar road, Juhu Scheme, Mumbai – 400049

(Regd Cert No. : BOM/HSG/2017 of 1969)

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Date: 18th April, 2025

RELEVANT EXTRACT OF THE MINUTES OF THE MEETING OF OUR SOCIETY'S MANAGING COMMITTEE MEETING HELD ON 18th APRIL 2025 AT 11 AM IN THE OFFICE OF THE SHREE GAGANDEEP CO-OPERATIVE HOUSING SOCIETY LTD.

Agenda No 2: Dispute between **Mr. Harshad Mehta & Mrs. Archana Mehta** with our Society viz. Shri Gagandeep Co-operative Housing Society Ltd. The issue regarding the dispute between Mrs. Archana Mehta and Mr. Harshad Mehta with our society and the entire progress in this regard was briefed to all the Members,

The final consent term dated 14th April 2025, signed by **Mr. Manan Shah (hon Secretary and Mr. Pradeep Kulkarni (Hon Treasurer)** (who are authorized by the committee to sign and finalize the consent terms) and **Mr. Harshad Mehta & Mrs. Archana Mehta**, were read out and approved by managing committee for filing before the Hon High Court . Hence the following Resolution was passed unanimously.

“RESOLVED THAT the dispute between our society **Mr. Harshad Mehta and Mrs. Archana Mehta** and be resolved by filing the final consent terms dated 14th April, 2025 discussed and finalized by the management committee and accordingly, all the complaints and cases filed before various authorities / courts be withdrawn from both sides at the earliest and not later than 30 days from the date of filing of the said consent terms before the High court”.

SHREE GAGANDEEP CO-OP HSG SOC. LTD

[Signature] Chairperson
[Signature] Secretary
[Signature] Treasurer



9. Rights and obligations as stated in the said Consent Terms are taken as undertaking given to this Court by all concerned parties who shall be obligated with the same.

- 10.** Order in terms of Consent Terms subject to realisation of cheque of Rs.3,76,000/- which has been handed over to the Society.
- 11.** Parties to act on a server copy of this order which is downloaded from the High Court website.
- 12.** In view of the above, Writ Petition is disposed.

[MILIND N. JADHAV, J.]

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Digitally signed by
AJAY TRAMBAK
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Date: 2025.06.30
17:58:17 +0530