



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.10975 OF 2024**

Vinod Co-op. Housing Soc. Ltd. ... Petitioner
versus
Neha Pramod Nimbalkar and Ors. ... Respondents

Ms. Vishwali Botle i/by Mr.A.R.Gole, for Petitioner.
Mr. Sandesh Patil h/f Mr. Prithviraj S.Gole, for Respondent Nos.1 and 3
Mr. Rohit Sakhdeo for Thane Municipal Corporation.
Mr. Neha P. Nimbalkar, Respondent No.1 present.

CORAM: N.J.JAMADAR, J.

DATE : 17 MARCH 2025

P.C.

1. Heard the learned Counsel for the parties.
2. Learned Counsel for the Petitioner seeks leave to amend the Petition in view of the consent terms executed between the parties.
3. Leave granted.
4. Necessary amendment be carried out forthwith.
5. Learned Counsel for the Petitioner and the learned Counsel for Respondent Nos.1 and 3 submit that the Petitioner and Respondent Nos.1 and 3 have amicably resolved the dispute and the consent terms have been executed. Learned Counsel seek leave to tender the consent terms.
6. Mr. Sanjiv Nagvekar, Treasurer of the Petitioner Society, and Ms. Neha P. Nimbalkar, Respondent No.1, who is also constituted attorney of newly impleaded Respondent No.3, are present before the Court. They admit the

execution of the consent terms and the contents thereof. The parties submit that they have read and understood the contents of the consent terms and they agree to abide by the said terms. The parties are identified by their respective Advocates. It appears that the consent terms have been executed voluntarily and there is no coercion or duress.

7. The consent terms are, thus, taken on record and marked 'X'.
8. The undertakings in the consent terms are accepted as undertakings to the Court.
9. The Writ Petition stands disposed in accordance with the Consent Terms.
10. It is, however, made clear that the consent terms shall not bind Respondent No.2 – Corporation.

(N.J.JAMADAR, J.)