

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

CIVIL WRIT PETITION NO.13331 OF 2024

Asha Raghunath Mankame

...Petitioner

Versus

Uday Shankar Zaoba & Ors.

...Respondents

Ms. Uma Sharma i/b M/s. Dharam & Co., for the Petitioner.

Mr. Sachin Chowdhari, for the Respondent Nos.2(a) to 2(c), 3 to 5 and 6(a).

Mr. Abhijeet Joshi, for the Respondent Nos.1 and 7.

CORAM: MADHAV J. JAMDAR, J.

DATED: 7th APRIL 2025

P.C.:

1. Ms. Sharma, learned Counsel appearing for the Petitioner tenders Draft Amendment, by which name of Deceased Respondent No.6 is proposed to be deleted by adding name of heir and legal representative i.e. Respondent No.6(a). The Draft Amendment also proposes to include Respondent No.7 as Respondent who is a landlord as well as developer.

2. Accordingly, the said Draft Amendment is taken on record and marked as "X1" for identification. The Writ Petition is allowed to be amended in terms of the Draft Amendment. Amendment be carried out forthwith. Reverification is dispensed with.

3. Heard Ms. Sharma, learned Counsel appearing for the Petitioner, Mr. Joshi learned Counsel appearing for the Respondent No. 1 and added Respondent No.7 and also heard Mr. Chowdhari, learned Counsel appearing for the Respondent Nos.2(a) to 2(c), 3 to 5 and 6(a). All the

learned Counsel state that parties have settled the dispute in terms of the Consent Terms and they tender the Consent Terms.

4. The Petitioner who is 87 years old, has put her thumb impression on the Consent Terms and the same is put up before the Respondent No.3 - Amita Kishore Dandekar. The Petitioner is present through VC and confirms that the thumb impression on the Consent Terms is her thumb impression and that the parties have settled the dispute in terms of the Consent Terms.

5. The Consent Terms are also signed by Respondent Nos.1 and 7. The Respondent No.1 - Uday Shankar Zaoba has signed the Consent Terms on his own behalf and on behalf of Respondent No.7 which is a limited liability partnership. He has been authorized by a resolution dated 28th March 2025, to sign the Consent Terms. The said resolution is also annexed to the Consent Terms at Page No.30. The Respondent No.1 is personally present in Court and confirms that the dispute between the parties is settled in terms of the Consent Terms and the Consent Terms are signed by him on behalf of the Respondent No.1 and the Respondent No.7. The Consent Terms are also signed by Respondent Nos.2(a) to 2(c), 3, 4, 5 and 6(a). The Consent Terms are signed on behalf of Respondent No.2(a) by her Constituted Attorney i.e. Respondent No.2(c) - Aarti Prakash Mankame. The Power of Attorney executed by Respondent No.2(a) - Pooja Prakash Mankame in favour of

Respondent No.2(c) - Aarti Prakash Mankame is annexed to the Consent Terms from Page Nos.12 to 16. The Respondent No.2(c) – Aarti Prakash Mankame, has signed the Consent Terms also on behalf of Respondent No.2(b) – Aditya Prakash Mankame. The Consent Terms are signed by Respondent No.2(c) – Aarti Prakash Mankame on the basis of authority given by Aditya Prakash Mankame by email dated 3rd April 2025 (Page 17 of the Consent Terms). It is specifically mentioned, in the said email dated 3rd April 2025, that said Aditya Prakash Mankame has agreed with the terms mentioned in the Consent Terms and as he is staying in USA, he is not able to physically sign the Consent Terms and he is giving authority to Respondent No.2(c) - Aarti Prakash Mankame to sign the Consent Terms. The Respondent Nos.3, 4, 5 and 6(a) are personally present in Court and confirms that the dispute between the parties is settled in terms of the Consent Terms and the Consent Terms are signed by them.

6. The respective Advocates appearing for respective parties have also signed the Consent Terms. They identify the signatures of respective parties.

7. Accordingly, the Consent Terms are taken on record and marked “X2” for identification. Scanned copy of the Consent Terms is reproduced herein below :-

7-2' Tanchulmika court 17 07/19/24
①
7/19/24

IN THE HIGH COURT OF JUDICATURE AT BOMBAY.

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 13331 OF 2024

IN

R.A.D. SUIT NO. 1177 OF 2018

Asha Raghunath Mankame)
Aged 80 years, Occupation: Housewife)
having address at 102, Yashokanchan Co-op)
Hsg. Society, Ground floor, Prajapati Lane,)
Plot No. 109, Middleclass Hsg. Soc., Panvel)
Raigad 410 206)... Petitioner

Versus

1. Uday Shankar Zaoba)
Age Not known, Occ. Not known)
having address at Shree Ram Mandir, 325)
Zaobawadi, Jagannath Shankar Seth)
Road, Mumbai 400 004.)
2. ~~Prakash Raghunath Mankame~~ deleted)
since deceased)
2(a) Smt. Pooja Wd/o. Prakash Mankame)
aged 60 years, Occupation: Housewife)
2(b) Aditya S/o. Prakash Mankame)
aged 28 years, Occupation: not known)

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2(c) Mrs. Aarti D/o. Prakash Mankame)
aged 33 years, Occupation: not known)
alias Aarti Rushikesh Deshmukh)
all having their addresses at 703,)
Vijayashri Apartment, 7th floor,)
Owal Wadi, Girgaon, Mumbai 400004)

3. Amita Kishore Dandekar)
Aged 58 years, Occ. House Wife)
residing at 203/4, Jyotirmaya C.H.S.)
2nd floor, Near Saibaba Mandir,)
CBD Belapur, Navi Mumbai)

4. Suhas Raghunath Mankame)
Aged 60 years, Occupation: Job Work)
having address at 103, Yashokanchan)
Co-Op. Hsg. Society, Ground floor,)
Prajapati Lane, Plot No. 109, Middleclass)
Hsg. Soc., Panvel, Raigad 410 206)

5. Smita Satendra Vaidya)
Aged 52 years, Occupation House Wife)
residing at A-302, Parijat Apartment,)
Mankandi, Chiplun 415 505, Maharashtra)



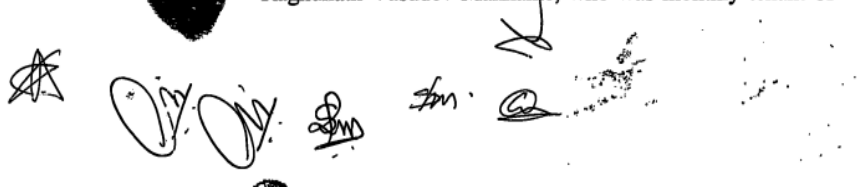

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6. Chandrashekhar Raghunath Mankame)
Aged 56 years, Occupation: Business)
6(a) Gaurav Chadrashekhar Mankame)
Aged 27 years, Occupation : Service)
having address at 105, Yashokanchan)
Co-Op. Hsg. Society, Ground floor,)
Prajapati Lane, Plot No. 109, Middleclass)
Hsg. Soc., Panvel, Raigad 410 206)

7. M/s. Shreepati Zaoba Housing LLP)
a registered Limited Liability Partnership)
having their office at Shreepati Arcade,)
Premises No. 401, 4th floor, A. K. Marg)
Nana Chowk, Mumbai 400 036) ...Respondents

**CONSENT TERMS
BETWEEN PETITIONER
AND RESPONDENT NO. 1,
2(a) TO 2(c) AND
RESPONDENT NO. 3 TO 7.**

1. The Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6 jointly and severally declare that Petitioner and Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6 (a) are the only heirs and legal representative of Late Shri Raghunath Vasudev Mankame, who was monthly tenant of

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Respondent No.1 in respect of Room No.25, 2nd floor,
Karnataka Mansion, J.S.S. Road, Zaobawadi, Mumbai 400
004 (the "Suit Premises"), at rent of Rs.105/- per month.

2. The Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a) admit that, by virtue of law of inheritance, the tenancy right of late Shri Raghunath Vasudev Mankame in respect of the suit premise described in the term No.1 above, has devolved upon Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a) as tenants-in-common as such all of them are entitled to the suit premises as well as use, occupation and possession thereof.
3. The Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a) admit, confirm and declare that the predecessor in title of Respondents No.1 and 7 transferred the tenancy of the suit premise in the name of deceased Respondent No.2, Late Shri Prakash Raghunath Mankame (eldest son of Petitioner and husband/father of Respondent No. 2(a) to 2(c) respectively) for the sake of convenience and as the head male member of the family, with an understanding and agreement that each of the heirs of Late Shri Raghunath Vasudev Mankame viz. Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a), will have right, title and interest in the suit premises and tenancy thereof irrespective of the Rent Receipt of the suit premises being transferred in the name of deceased Respondent No. 2.

The Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a) admit, confirm and declare that in view of

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understanding and agreement recorded in term No. 3 above, the deceased Respondent No. 2 had executed an affidavit/declaration sworn on 7th June, 2018, referred to and relied upon in the plaint, wherein he has reiterated the understanding and agreement recorded in term No. 3 above.

5. The parties hereto confirm and declare that suit premises building is being redeveloped by M/s. Shreepati Zaoba Housing LLP, the Respondent No.7, under regulation 33(9) of DCPR, 2034.
6. Parties agree and confirm that MHADA Certification was carried out and MHADA has certified the deceased Respondent No.2 as the tenant/ occupant of the suit premises. As such after completion of the redevelopment, the Respondent No.7 shall hand over a Permanent Alternative Accommodation in lieu of the suit premises a self contained flat of an area admeasuring 550 sq. ft. carpet, is agreed to be allotted and delivered by the Respondent No. 7 in the new rehab building being constructed.
7. Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a), confirm and declare that they have no objection for execution of the Permanent Alternative Accommodation Agreement with the Petitioner by the Respondent No.7 with respect to the suit premises.
8. Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a), agree and confirm that as such all heirs of late Shri Raghunath Vasudev Mankame viz. Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a), will have



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equal share and right in the proposed Permanent Alternate Accommodation to be allotted in lieu of the suit premises.

9. The Petitioner shall apply to MHADA/MBRRB for correction/ amendment/ rectification in the Certified List of Tenants in view of these Consent Terms, and the Respondent No.7 agrees to cooperate with respect to the same. A Permanent Alternate Accommodation Agreement dated 16th April, 2013 was earlier signed between the Respondent No.7 and the deceased Respondent No.2, however, the same was not registered or acted upon. The Parties agree that in view of the redevelopment of the said property as part of the Cluster Redevelopment Project under Regulation 33(9) of the DCPR 2034, a fresh Permanent Alternative Accommodation shall be executed between the Petitioner and the Respondent No.7. Petitioner, Respondents No.2(a) to 2(c) and 3 to 6(a) agree that the said agreement shall be deemed to have been executed by the Petitioner for herself and on behalf Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a) .
10. Parties agree that the Parties shall be entitled to the similar benefit of rent and corpus on par with the other tenants/ occupants of the other buildings in the cluster and that none of the parties shall raise any dispute with regards to the same. Parties agree that the cheques for the amounts of rent shall be issued by the Respondent No.7 in the name of the Petitioner and the other parties shall not raise any dispute with regards to the same.



Handwritten signatures and initials, including a large 'A' and several cursive signatures, located below the text of paragraph 10.

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11. It is agreed that the Permanent Alternate Accommodation which is agreed to be given by the Respondent No. 7 in lieu of the suit premises to deceased Respondent No.2 - Late Shri Prakash Raghunath Mankame, will now be handed over by Respondent No. 7 to the Petitioner and the same shall be shared, used, occupied and possessed by Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a).
12. The Petitioner, Respondent No. 2(a) to 2(c) and Respondent No. 3 to 6(a) admit that lack of communication on their part, has led to filing of the above suit. The parties hereto also admit that now they have resolved all their issues over/in respect of the suit premises, tenancy of the suit premises and proposed Permanent Alternate Accommodation. Hence parties hereto have arrived at amicable settlement amongst themselves in terms of present Consent Terms.
13. It is agreed that, the Permanent Alternative Accommodation Agreement shall mention the names of the Respondents No.2(a) to 2(c), and 3 to 6(a) as nominees of the Petitioner. In case of the unfortunate event of the Petitioner dying, after the execution of Permanent Alternate Accommodation Agreement, referred to in Term No. 6 above, the Respondent No.7 shall hand over the possession of the Permanent Alternative Accommodation to the Respondent No. 2(a) to 2(c) and 3 to 6(a). It is agreed that in the unfortunate event of the Petitioner dying before execution of the Permanent Alternate Accommodation Agreement, Respondent No.7 shall execute the said Agreement with Respondent No.2(a)



[Handwritten signatures and initials]

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to 2(c) and 3 to 6(a) and the possession of the Permanent Alternative Accommodation shall be handed over to them.

14. In view of the settlement arrived between the parties hereto in terms of present consent terms, all the parties unconditionally withdraw their allegations and accusations made against each other and/or against deceased Respondent No.2.
15. Parties agree that the Writ Petition be disposed off in the above terms.
16. There shall be decree in terms of the present consent terms with no order as to costs.

Mumbai dated this 7th day of April, 2025

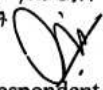

(R.H. Thumb Impression)
Petitioner
(Asha Raghunath Mankame)

Dharam & Co.
Advocate for Petitioner
(Mr. Dharam Sharma)


Respondent No. 1


Respondent No. 2(a)
(Pooja w/o. Prakash Mankame)
through: C.A. Aarti Mankame


Respondent No. 2(b)
(Aditya Prakash Mankame)
through: C.A. Aarti Mankame


Respondent No. 2(c)
(Aarti w/o. Prakash Mankame)

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Amita Kishore Dandekar

Respondent No. 3
(Amita Kishore Dandekar)



Respondent No. 4
(Suhag Raghunath Mankame)



Respondent No. 5
(Smita Satendra Vaidya)



Respondent No. 6(a)
(Gaurav Chondreshkhar Khatkar)



Respondent No. 7



Advocate for Respondent
No. 1 & 7



(Mr. Sachin B. Chowdhary)
Advocate for Respondent
No. 2(a) to 2(c)



(Mr. Sachin B. Chowdhary)
Advocate for Respondents
No. 3 to 6(a)

8. The various statements made in the Consent Terms are accepted as undertakings given to this Court.

9. Accordingly, the Writ Petition is disposed of in terms of the Consent Terms with no order as to costs.

[MADHAV J. JAMDAR, J.]