

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 163 OF 2025
WITH
INTERIM APPLICATION (ST) NO. 37730 OF 2024

Snehal Shailesh Borana

Appellant

.. (Org. Plaintiff)

Versus

Kiran Kashinath Karanje HUF & Ors.

Respondents

.. (Org. Defendants)

.....

- Mr. J.N. Jain i/by Mr. Shailesh Pol, Advocates for Appellant
- Mr. Satish Adsul a/w Mr. Abhijit Kulkarni, Advocates for Respondent Nos. 1 and 2

.....

CORAM : MILIND N. JADHAV, J.

DATE : OCTOBER 13, 2025

P. C.:

1. Heard Mr. Jain, learned Advocate for Appellant and Mr. Adsul, learned Advocate for Respondent Nos. 1 and 2.

2. It is stated that parties have reconciled their dispute and differences and settled on amicable terms by entering into Consent Terms dated 13.10.2025. Parties who have signed the Consent Terms are before the Court and they have been identified by their respective Advocates. I have perused the Consent Terms and on reading the same, it is seen that there can be no impediment in taking the Consent Terms on record. Consent Terms are running into 6 pages. They are taken on record and marked "X" for identification. For the purpose of

reference and convenience, Consent Terms are scanned and reproduced below:-

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO.163 OF 2025
IN
NOTICE OF MOTION NO.6026 OF 2024
IN
SUIT NO.6758 OF 2024

SNEHAL SHAILESH BORANA

)Appellant
(Org. Plaintiff)

V/S

KIRAN KASHINATH KARANJE HUF
& 2 Ors.

)Respondents
(Org. Defendants)

**CONSENT TERMS BY AND BETWEEN THE APPELLANT &
RESPONDENT Nos. 1 & 2:-**

1. Agreed, declared and confirmed that all disputes and differences between Appellant & Respondent Nos. 1 & 2 is amicably resolved as under:-
 - a. That the Parties have agreed to settle the dispute by and between themselves for an agreed consideration of **Rs. 34,00,000/- (Rupees Thirty-Four Lakhs Only)** to be payable by the Appellant to the Respondent Nos.1 & 2 which is the full and final Settlement (inclusive of all the incidental amounts) as arrived between the parties.
 - b. That the Appellant has agreed to pay to the Respondent Nos.1 & 2 herein the below-mentioned amounts, which is payable as per the payment schedule as set-out hereto by Demand Drafts :-

Sr. No.	Date	Amount (Rs.)
1.	13/10/2025	5,00,000/-
2.	21/10/2025	12,00,000/-
3.	05/11/2025	17,00,000/-
TOTAL:-		34,00,000/-

out of R.S. 5,00,000/- By P.D. & Rs. 4,00,000/- and
By cheque - Rs. 1,00,000/- Paid.
c. That the consideration amounts payable as aforesaid resolves the following matters by and between the parties hereto and further shall be withdrawn and / or deemed to be settled between the parties hereto (the same shall come into effect only after the payment and realization of the aforesaid consideration amount in terms of the para.1 (b) by the Appellant to the Respondent Nos.1 & 2) hereto :-

Sr. No.	Case Nos.	Court
1.	Appeal from Order No. 163/2025	Hon'ble High Court of Judicature at Bombay
2.	Suit No.6758 of 2024	Hon'ble City Civil Court, Bombay
3.	S.C. Suit No.484 of 2023	Hon'ble City Civil Court, Bombay
4.	Eviction Application No. 69 OF 2024 and 70 OF 2024	Competent Authority, Rent Control Act, Kankan Division, At Mumbai
5.	Revision Application No. 531 of 2024 along with all proceedings thereto.	Hon'ble 87 Addl Sessions Court, Mazgaon, Mumbai

2. That the Respondent Nos.1 & 2 shall not claim any amount from the Appellant apart from the amount as specified in terms of the

Clause 1 (b) hereto and further in manner as set out therein and on receipt of the full and final amounts as per the schedule hereto, the claim of the Respondent Nos.1 & 2 against the Appellant shall stand to be fully satisfied. That further the same also deemed to settle the claim against the Respondent No.3 being the husband of the Appellant hereto in view of the settlement as arrived between the parties.

3. That the Appellant has no objection to the Respondent Nos.1 & 2 to withdraw the amount of Rs. 85,00,000/- (Rupees Eighty-Five Lakhs Only) along with interest as accrued thereto as deposited with the Hon'ble City Civil Court in S. C. Suit No. 484 of 2023 in terms of the Order dated 22/10/2024 passed by the Hon'ble Justice Shri Sandeep V. Marne in Interim Application No. 14167 of 2024 in Writ Petition No.5994 of 2024.
4. That on full and final payment of consideration amount in terms of the present Consent Terms, the Respondent Nos.1 & 2 shall issue No-due Certificate and Possession Letter along with all necessary Transfer Forms as to be issued to the Society to the Appellant with respect to the Agreement for sale bearing Serial No. KRL-3-16796-2021 which came to be executed on the date of 28/10/2021 and registered on 01/11/2021 at office of Sub-Registrar, Mumbai at the cost of the Appellant hereto.
5. In view of the settlement as recorded above, all the disputes and differences between the parties shall stand to be amicably settled on compliance of the terms as stated hereto.
6. The parties shall withdraw all allegations and counter allegations against each other including all Applications that have been filed



before this Hon'ble Court and all other courts as stated hereto on compliance of the terms as stated hereto. That the same shall come into effect only after the receipt of the payment to the Respondent Nos.1 & 2 in terms of the para. 1 (b) hereto.

7. It is further agreed by and between Appellant and Respondent No. 1 & 2 that if the Appellant does not follow the payment schedule mentioned herein above in Paragraph No. 1 (b) hereto, then the Appellant will hand over the peaceful and vacant possession of the suit property (Flat No. 1301, Building No. 68, Kurla Sahayog CHS, Nehru Nagar, Kurla (East), Mumbai - 400 024) on 05/11/2025 immediately without any excuse as well as the order dated 02/11/2023 passed by the Competent Authority Rent Control Act, Kokan Division, at Mumbai, will be applicable and binding on the Appellant. The above terms and condition mentioned in paragraphs No. 1 to 6 will not be applicable in terms of nonpayment of the amount by the Appellant to Respondent No. 1 & 2 as per paragraph No.1 (b) and all cases mentioned in Paragraph No. 1 (c) will not be withdrawn and they will be continued further.
8. The Appellant undertakes to abide by the commitments made regarding payment of ₹ 34,00,000/- (Rupees Thirty Four Lakhs Only) as mentioned above as per paragraph No.1 (b) and will not seek any extension thereof. It is also agreed and accepted by the Appellant that, in case, there is any default in making the payment of any of the instalments as mentioned in paragraph No. 1(b), then these consent terms shall stand cancelled automatically.



9. That it is expressly agreed by the Appellant that, in case the payment schedule in terms of the Clause 1 (b) is not been complied by the Appellant in any manner whatsoever then the payment of a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) as paid on 13/10/2025 shall stand to be forfeited and shall not be adjusted in any proceedings and shall be retained by the Respondent Nos.1 & 2 as and by way of additional damages/ fine. It is further agreed by the Appellant and Respondent No. 1 & 2 that the payments made after 14/10/2025, if any pursuant to these consent terms will be adjusted in recovery of dues pursuant to the orders passed by the Competent Authority Rent Control Act, Kokan Division, at Mumbai on 02/11/2023, under section 24 of the rent control act, which are confirmed up to Hon'ble Supreme Court of India.
10. The Appellant also understands and agrees that in case of failure of any instalment as mentioned in paragraph No. 1(b), the recovery proceedings for previous dues filed before Competent Authority Rent Control Act, Kokan Division as well as other proceedings will continue and Appellant further undertakes to handover vacant and peaceful possession immediately to Respondent No. 1 & 2 unconditionally on 05/11/2025, subject to her rights to pursue her suit before city civil court. The Breach of above mentioned terms and undertakings mentioned herein above paragraphs will result in willful disobedience of the orders passed by this Hon'ble High Court, which amounting to be the contempt of court.
11. The Parties will produce these consent terms in the ensuring Lok Adalat after 05.11.2025, and the proceedings will be disposed off accordingly in view of the above consent terms. Parties will be



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entitled for refund of court fees on filing of the said consent terms before the Lok Adalat as per rules.

12. The undertakings given by the parties in the present consent terms be accepted by this Hon'ble Court.
13. Refund of Court fees, as per law to the respective parties in the terms of the proceedings/ litigations as stated hereto in para. 1 (c) hereto.
14. No Order as to costs.

Place:- Mumbai

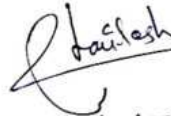
Dated 13th October, 2025

1.



Appellant

SNEHAL SHAILESH BORANA



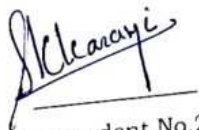
Advocates for the Appellant

2.



Respondent No.1

KIRAN KASHINATH KARANJE



Respondent No.2

SWATI KIRAN KARANJE



Advocates for the Respondent
Nos.1 & 2



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3. As stated in paragraph No. 1, amount of Rs. 5 Lakh is paid in two tranches i.e. one by demand draft and one by cheque of Rs. 1 Lakh. Party issuing the cheque to ensure that the said cheque is honoured and positive pay verification shall be informed to the Bank and the said cheque will not be dishonoured at any costs.
4. Parties who have executed the Consent Terms shall abide by the terms and conditions stated therein. The rights and obligations of the parties recorded in the Consent Terms are accepted as undertaking given to this Court and parties shall abide by the same.
5. Order is passed in terms of the Consent Terms.
6. In view of the Consent Terms, Appeal from Order is disposed. Interim Application is also disposed. Needless to state that once the compliances are done as per the Consent Terms, parties are free to apply for disposal of Suit in terms of the Consent Terms.

Amberkar

[MILIND N. JADHAV, J.]

RAVINDRA
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AMBERKAR
Digitally signed
by RAVINDRA
MOHAN
AMBERKAR
Date:
2025.10.14
19:30:19 +0530