



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

**INTERIM APPLICATION NO. 6452 OF 2024**  
**IN**  
**FIRST APPEAL NO.1288 OF 2018**

Vaishali Vijay Rasal.

...Applicant.

*In the matter between :*

M/s. Neumec Estate Developer.

...Appellant.

**Versus**

Ramnath Sakharam Nikam and Others.

...Respondents.

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*Mr. Tushar Sonawane, Mr. Prashant Hagar and Ms. Pooja Satpute for the Applicant.*

*Mr. P. S. Tiwari for the Respondent No. 1.*

**Coram : Sharmila U. Deshmukh, J.**

**Date : January 27, 2025.**

**P. C. :**

1. Interim Application has been preferred seeking recall of the order dated 6<sup>th</sup> September 2018 and disposing of the Appeal in view of the consent terms allegedly entered into between the Appellant, the Respondent Nos.1 to 7 and the Respondent No.12.

2. Learned Counsel appearing for the Applicant would point out that order dated 6<sup>th</sup> September 2018 records the presence of Respondent Nos.1 to 7 and Respondent No.12 and their admission that they have signed the consent terms. He would further point out to the consent terms which are at page 88 of the Interim Application and out

submit that consent terms have not been signed by the Respondent Nos.1 to 7 individually but by the Respondent No.1, the Appellant and Respondent No.12. He submits that the Respondent Nos.2 to 7 were not present in the Court and had not signed the consent terms. He would further submit that Respondent No.2 - mother had expired on 13<sup>th</sup> October 2017 and therefore there is no question of she being present in Court on 6<sup>th</sup> September 2018.

**3.** Mr. Tiwari, learned Counsel appearing for the Respondent No. 1 does not dispute that position and would submit that only the Respondent No.1 was present and had signed consent terms though not on behalf of the Respondent Nos. 2 to 7.

**4.** In view of the above position, this Court vide order dated 13<sup>th</sup> September 2024 issued notice. Office noting indicates that notice is still awaited upon the Appellant. Though notice was issued in October 2024, there is no report of the Registry on record as regards the service of notice. Registry is directed to place on record before the next date the service report of service of notice upon the Appellant.

**5.** *Prima facie*, upon consideration of consent terms and the order of 6<sup>th</sup> September 2018 it appears that the Respondent No. 2 to 7 were not present before this Court and had not signed the consent terms. Further by virtue of consent terms, the Respondent Nos.1 to 7 have given up their entire claim in respect of the suit property in respect of

the allotment of residential flat to the Respondent No. 12. *Prima facie*, the consent terms appear to be suspicious and not in the best interest of the Respondent Nos.1 to 7 who have claimed possession of the suit property.

**6.** Stand over to **3<sup>rd</sup> February 2025**.

**7.** Let the private notice be given by learned Counsel appearing for the Applicant to the Appellant and the Respondent No.12.

**8.** Till the next date, there shall be ad-interim relief in terms of prayer Clause (c), which reads thus :

“(c)In the meantime, by way of ad-interim / interim order, be pleased to direct the Appellant builder M/s. Neumic Estate Developers LLP in First Appeal No. 1288/2018 thereby not to disturb the possession of Applicant and the Respondent No. 2 to 7 (In FA/1288/2018) in the suit property in any manner through himself/his agent/or any person claiming rights / instructed on his behalf and/or not to carry out any work in the suit property in any manner and/or the parties shall be directed to maintain status quo in the suit property.”

**9.** All concerned to act upon copy of this order authenticated by the Registry of this Court.

**[Sharmila U. Deshmukh, J.]**