

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

WRIT PETITION NO.13594 OF 2018

M/s. Square Promoters & Buildings
V/S

....Petitioners

Aditya Residency Co-operative
Housing Society Ltd. & Ors.

....Respondents

**WITH
INTERIM APPLICATION NO.12269 OF 2024
IN
WRIT PETITION NO.13594 OF 2018**

Aditya Residency Co-operative
Housing Society Ltd. & Ors.

....Applicant

IN THE MATTER BETWEEN

M/s. Square Promoters & Buildings
V/S

....Petitioners

Aditya Residency Co-operative
Housing Society Ltd. & Ors.

....Respondents

Mr. Drupad S. Patil with Mr. Ligade B.G. *for the Petitioners.*
Mr. Shrivallabh S. Panchpor *for Respondent/Applicant in IA.*

Mr. Milind Kulkarni, Secretary present in Court.

**CORAM : SANDEEP V. MARNE, J.
DATE : 23 DECEMBER 2025.**

P.C.:

1. The Petition challenges order dated 17 August 2018 passed by the Executing Court attaching flat No.60 of the Petitioners in the execution proceedings on the ground of failure on the part of the Petitioners to act in accordance with the Consent Terms dated 20 November 2009.

2. As the hearing of the Petition progressed, the Petitioners and Respondent No.1-Society have decided to amicably resolve the disputes relating to implementation of the Consent Terms dated 20 November 2009 and Consent Decree dated 21 November 2009. It is agreed between the Petitioners and Respondent No.1 that Petitioners shall pay to Respondent No.1-Society total amount of Rs.50,00,000/- for execution of various works agreed under the Consent Terms. It is further agreed that out of the said amount of Rs.50,00,000/- payable by Petitioners to Respondent No.1-Society, an amount of Rs.20,00,000/- is already with the Society in escrow account. The Petitioners have agreed to pay over to Respondent No.1-Society balance amount of Rs.30,00,000/- within a period of 15 days. Respondent No.1-Society has agreed to accept the said amount of Rs.50,00,000/- towards full and final settlement of all claims arising out of Consent Terms dated 20 November 2009. Mr. Milind Kulkarni, Secretary of Respondent No.1-Society is personally present before the Court and submits that the Managing Committee has already passed resolution for settling the disputes in the above terms. The Statement is recorded and accepted.

3. On behalf of the Petitioners, Mr. Shivaji Ramrao Kadam is personally present before the Court, who undertakes to pay over to Respondent No.1-Society amount of Rs.30,00,000/- by way of Demand Draft within a period of 15 days.

4. In view of the consensus prevailing between the parties, nothing remains to be adjudicated in the present Petition. Respondent No.1-Society shall be entitled to use the entire amount lying in the escrow

account. Additionally, Petitioners shall pay to Respondent No.1-Society amount of Rs.30,00,000/- by way of Demand Draft within a period of 15 days. Upon receipt of amount of Rs.30,00,000/- from the Petitioners, the decree passed in terms of Consent Terms dated 20 November 2009 shall be recorded as satisfied. The Trial Court shall accordingly proceed to pass a formal order of disposal of the execution proceedings. It is clarified that once the amount of Rs.30,00,000/- is received by Respondent No.1-Society, it shall have no further claim against the Petitioners arising out of the Consent Terms dated 20 November 2009.

5. Upon receipt of the amount of Rs.30,00,000/- by Respondent No.1-Society from the Petitioners, order dated 17 August 2018 passed by the Executing Court shall stand set aside.

6. With the above directions, the Writ Petition is **disposed of**.

7. With disposal of the Writ Petition, nothing would survive in the Interim Application, which is also disposed of.

(SANDEEP V. MARNE, J.)

Digitally
signed by
SUDARSHAN
RAJALINGAM
KATKAM
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