

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.576 OF 2025

M/s Meera Enterprises,
A Partnership Firm

...Petitioner

Versus

Dhirajlal Vishanji Vira (since deceased through
his Legal Heirs) Smt. Prabha w/o Dhirajlal Vira
and Ors.

...Respondents

BHALCHANDRA
GOPAL
DUSANE

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BHALCHANDRA
GOPAL DUSANE
Date: 2025.01.30
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Mr. Sanjeev Gorwadkar a/w Manishankar Deshpande, Advocate for
Petitioner.

Mr. Rajan Thakkar, Advocates for Respondents.

CORAM: MADHAV J. JAMDAR, J.

DATED : 28th JANUARY 2025

P.C.:

1. By the present Writ Petition filed under Article 227 of the Constitution of India, challenge is to the legality and validity of the Order dated 4th October 2024 passed by the Division Bench of Small Causes Court, Bombay below Exhibit 27 in Marji Application No.196 of 2023 in Appeal, by which said Application bearing Exhibit 27 seeking interim stay to the Order dated 4th May 2023 passed in Marji Application No. 621 of 2012 is rejected.

2. At the outset, Mr. Gorwadkar, learned Senior Counsel appearing for the Petitioner, on instructions, seeks deletion of

Respondent Nos.4 and 5. Accordingly, leave is granted. Amendment be carried out forthwith. Reverification is dispensed with.

3. Mr. Gorwadkar, learned Senior Counsel appearing for the Petitioner and Mr. Rajan Thakkar, learned Counsel appearing for the Respondents after arguing the matter for some time, on earlier occasion, stated that there is possibility of amicable resolution as far as the dispute involved in the present Writ Petition is concerned. Today both of them tendered the Consent Terms dated 28th January 2025. The Consent Terms are signed by Mr. Vrundawan Wani, Partner of Petitioner-Firm. The Consent Terms are also signed by Respondent Nos. 1(a), 1(b), 1(c), Respondent No.2, Respondent No. 3(a), 3(b) and 3(c), are personally present in Court. The Consent Terms are also signed by the learned Advocate appearing for the Petitioner and Respondent Nos. 1 to 3. The learned Advocates identify signatures of the respective parties on the Consent Terms. The parties to the Consent Terms are present in the Court and states that the dispute between them involved in Writ Petition No.576 of 2025 is resolved in terms of Consent Terms. Accordingly, Consent Terms are taken on record

and marked “X1” for identification. The Consent Terms read as under :

“CONSENT TERMS

1. It is agreed in between the Parties that pending the hearing and final disposal of proceedings filed against the order dated 4/05/2023 in MARJI 621 of 2012, Court Receiver, High Court Bombay be appointed as receiver of Flat No. B-401(allotted to Respondent No.1) in Wing B, Flat No. A-604(allotted to Respondent No. 2) in Wing A, Flat No. A-202 (allotted to Respondent No. 3) in Wing A, in the building known as Bellezza of Shanti Sadan CHS Ltd, 90 Feet Road, Mulund [East], Mumbai 400081 being the Suit property.

2. It is further agreed that the Petitioner i.e Meera Enterprises shall make an application to the Court Receiver and undertakes to handover the vacant and peaceful possession of the three flats mentioned in clause no.1 hereinabove to the Court Receiver, High Court Bombay after making them habitable within 15 days from today.

3. It is further agreed in between the Parties that the Respondent No. 1, 2 and 3 shall be put in possession in respect of their respective flats as agents of the Court Receiver during the pendency of the aforesaid proceedings without any royalty, fees, security, deposit, compensation etc.

4. It is expressly agreed that the Court Receiver shall handover vacant and physical possession of the 3

flats mentioned in clause No.1 to the Respondents 1 to 3 respectively on 01st March 2025, after executing agency agreement.

5. It is agreed between the parties that the Court Receiver shall not charge any rent, security, deposit, royalty, compensation from the Respondent No.1 to 3. All costs, charges, security, deposit, rent, compensation and expenses if any of the Court Receiver shall be borne by the Petitioner i.e Meera Enterprises.

6. It is agreed that the Respondent No.1 to 3 agrees to pay society charges, water charges, electricity charges from the date of receipt of vacant and peaceful possession from the Court Receiver i.e. 1.3.2025. All Society charges, maintenance, water charges etc. prior to handing over possession have been paid by the Petitioner and if any of the same comes to the notice of the parties, the Petitioner undertakes to pay the same.

7. The Learned Court Receiver to submit compliance Report within one week from the date of handing over possession to Respondents 1 to 3 i.e. on 01st March 2025.

8. It is further agreed that pending the hearing and final disposal of the aforesaid proceedings, Execution Proceedings No. 223, 224 & 225 of 2024 be stayed so also the order dated 4th May 2023 in MARJI application No. 621 of 2012 be stayed except stated herein above.

9. Upon receiving vacant and peaceful possession of the respective flats by the Respondent No.1 to 3, the

Respondent No.1 to 3 agree and undertake not to raise any objection to the condonation of delay application filed by the Petitioners and further agree to contest the Appeal on merits in all respects.

10. All the issues and contentions of the parties are kept open, to be decided in aforesaid proceedings.

11. Liberty to the parties to apply in case of difficulty.”

4. Both the learned Counsel have also tendered Minutes of Order, as the parties have settled the dispute. The Minutes of Order are also taken on record and marked “X2” for identification. The Minutes of Order reads as under:-

“MINUTES OF ORDER

1. In view of the consent terms dated 28/1/2025 signed by the contesting parties, impugned orders dated 04/10/2024 & 18/12/2024 passed in MARJI application No.196 of 2023 (Delay condonation) in appeal filed against the order dated 4th May 2023 in MARJI application No. 621 of 2012 are set aside and are substituted by the interim arrangement arrived between the parties by the aforementioned consent terms.

2. Copy of the consent terms dated 28th January 2025 is annexed here to and marked X for identification.

3. The Appellate court is requested to adjourn the matter beyond 1st March 2025.

4. Court Receiver to act on the authenticated copy of this minutes order and the consent terms dated 28/01/2025.
 5. Writ petition is disposed of accordingly.
 6. No order as to cost.”
5. Accordingly, the Writ Petition is disposed of in terms of the Consent Terms and the Minutes of Order with no order as to costs.

(MADHAV J. JAMDAR, J.)