

Priya Soparkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 15332 OF 2025

Naaz Afsar Chaudhary ...Petitioner

Versus

The Board of Administrator,
The Pen Co-operative Urban Bank Limited and
ors. ...Respondents

Mr. Sanjeev Gorwadkar, Senior Advocate i/by Mr. Pravin D. Kadam,
for the Petitioner.

Mr. Kirit J. Hakani with Mr. Rahul Hakani, for the Respondent
No.1.

Ms. Kavita N. Solunke, Addl. GP, for the State.

**CORAM: SUMAN SHYAM &
S. M. MODAK, JJ.**

DATED: 02nd DECEMBER, 2025.

PC:-

1. Mr. Sanjeev Gorwadkar, learned senior counsel appearing for the Petitioner as well as Mr. Kirit J. Hakani, learned counsel appearing for the Respondent No.1 have submitted that during the pendency of the Writ Petition, the parties have resolved the matter amicably. Accordingly, minutes of a consent order, signed by the learned counsel for both the parties, has been presented in the Court today. The Petitioner is personally present.

2. We have perused the Consent Terms. In view of the above, the Writ Petition stands disposed of in terms of the Consent Terms on the following terms:-

“ **MINUTES OF THE ORDER**

1. The Petitioner has filed the above Writ Petition praying for issuance of Writ of Mandamus directing the Respondent Nos.2 & 3 to issue suitable direction to the Respondent No.1 for the removal of the entry of charge/encumbrance recorded over the said Property of the Petitioner in the Village panchayat records and the revenue records, particularly in Village Form No.7/12, in respect of the land bearing CTS Nos.71/4, 72/1, and 72/2 at Village Chendare, Alibaug, District Raigad, as more particularly described in Exhibit “G” hereto, together with the Hotel Big Splash constructed thereon. Furthermore, the Petitioner has also sought relief by way of Writ of Mandamus against the Respondent No.1 directed the Respondent No.1 to forthwith issue a No-Due Certificate in favour of the Petitioner.

2. The then Chief Executive Officer of the Respondent No.1 vide this Letter dated 18.08.2011 recorded that there is no deposit or loan account of any kind in the name of Mr. Naaz Afsar Chaudhary at Vile Parle Branch. In the said Letter, it was further recorded that no original property documents belonging to the Petitioner were found in the records of the Vile Parle Branch. However, in the said Letter, the Respondent No.1 puts a credit balance of Rs.43,63,263/- in the current A/c No.227 of the Petitioner with the Respondent No.1. The Respondent No.1 has not produced any documents creating mortgage or the charge in respect of the property of the Petitioner.

3. It is the case of the Respondent No.1 that notwithstanding anything in the said Letter dated 18.08.2011, the claim and demand of the Respondent No.1 is evident and supported by the Registered Deed of Conveyance, subject to mortgage dated 04.06.2005 executed by and between Mr. Kabir Mitha and others (vendors), the Petitioner (purchaser) and the Respondent No.1 (Confirming Party) Exh. “B” to the Petition.

4. The Petitioner expressed his desire to settle the dues payable under the said Registered Deed of Conveyance, subject to mortgage dated 04.06.2005. However, there is no

agreement as to payment of rate of interest either in the said Registered Deed of Conveyance, subject to mortgage or any separate agreement.

5. After negotiation, the parties to the Petition amicably settled and agreed that the Petitioner does pay to the Respondent No.1 sum of Rs.3,00,00,000/- (Rupees three crore only) lumpsum towards full and final satisfaction of the claim and demand of the Respondent No.1 under the said Registered Deed of Conveyance, subject to mortgage dated 04.06.2005 and that the payment shall be made within 15 days from the date of this Order i.e. 20.12.2025.

6. It is further mutually agreed between the Petitioner and the Respondent No.1 that upon payment of Rs.3,00,00,000/- (Rupees three crore only) by the Petitioner to the Respondent No.1 as per Clause 5 above, the Respondent No.1 shall issue no-due certificate in favour of the Petitioner and also immediately apply to the concerned Revenue Authorities and/or concerned village panchayat for cancellation of entry of charge recording charge in their respective records including Village Form No.7/12 in respect of land bearing Survey No.71, Hissa No.4, Survey No.72, Hissa No. 1 and 2 in Village Chendare, Alibaug in the District of Raigad, Maharashtra State.”

3. The minutes of the order, as submitted by the learned counsel for the parties, is taken on record and marked as “X” for identification.

4. Writ Petition stands closed.

(S. M. MODAK, J.)

(SUMAN SHYAM, J.)