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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
APPEAL FROM ORDER NO. 183 OF 2025
WITH
INTERIM APPLICATION NO. 3876 OF 2025**

Smt. Bhanumati Damji Shah ... Appellant/Applicant

Vs.

Mumbai Building Repairing and ... Respondents
Reconstruction Board (MHADA Unit)
and Others

Mr. Sanjiv Sawant a/w. Ms. Bhakti Wast i/b. Mr. Abhishek
Deshmukh for the Appellant/Applicant.

Mr. Satyajeet P. Dighe for Respondent No. 1 – MHADA

Ms. Neeta Jadhav i/b. Mr. Komal Punjabi for Respondent No. 2 –
MMC.

Mr. Bharat Jain i/b. Mr. Mehul Rathod for Respondent Nos. 3 and 4.

CORAM : GAURI GODSE, J.

DATE : 15th APRIL 2025

ORDER :

1. Learned counsel for the appellant and respondent nos. 3 and 4 have tendered consent terms dated 15th April 2025. Learned counsel for the appellant and respondent nos. 3 and 4 submit that respondent no.5 has transferred his tenancy and transferee has signed an affidavit supporting the consent terms. Learned counsel for the appellant therefore seeks leave to delete respondent no. 5.

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Learned counsel for the appellant and respondent nos. 3 and 4 agree that the consent terms would not bind respondent no. 5. The appellant is permitted to delete respondent no. 5.

2. Learned counsel for the appellant and respondent nos. 3 and 4 submit that the parties have agreed to carry out repairs or reconstruction jointly for which No Objection Certificate (“NOC”) granted by MHADA would remain operative. They further submit that the parties have agreed regarding the terms and conditions for carrying out repairs and reconstruction. They further submit that all the occupants of the building have affirmed affidavit confirming the terms and conditions of the consent terms. They further submit that the affidavit of all the occupants of the building are attached to the consent terms. They further submit that the appeal and the suit can therefore be disposed of in terms of consent terms. They submit that the parties have agreed in the consent terms that they shall apply before the City Civil Court for disposal of the suit in terms of the consent terms.

3. Learned counsel for MHADA submits that the consent terms refers to the NOC granted by MHADA for repair/reconstruction. He submits that MHADA has not issued any NOC for reconstruction and the NOC issued by MHADA is only for repair work.

4. The consent terms dated 15th April 2025 is taken on record and marked "X" for identification with today's date. The contents of the consent terms refers to reconstruction and repairs. Hence, it is clarified that though the word "reconstruction" is used in the consent terms the NOC granted by MHADA does not permit for any reconstruction and the parties would be under obligation to seek necessary permission. Hence, the consent terms cannot be interpreted to mean that there is any NOC granted by MHADA for reconstruction. It is further clarified that the consent terms would not be binding upon respondent no. 5. The consent terms are therefore taken on record subject to aforesaid clarification.
5. The appeal is disposed of in terms of the consent terms.
6. In view of disposal of the appeal, pending interim application is disposed of as infructuous.

[GAURI GODSE, J.]