



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

**FIRST APPEAL NO. 1909 OF 2024
WITH
INTERIM APPLICATION NO. 12007 OF 2024**

R. V. Lifestyle Limited Formerly Known As
Vasparr Shelters Ltd., MumbaiAppellant/Applicant
V/S
Pragji Lakhmidas Charity Trust & Ors.Respondents

**WITH
INTERIM APPLICATION NO. 7323 OF 2025**

Gautam Nagar Co-Op. HSG. Soc. Ltd. ...Applicant

**WITH
INTERIM APPLICATION NO. 8606 OF 2025
(for intervention)**

Township Developers Corp. & Ors. ...Applicant

Mr. Rupesh Geete a/w. Adv. Priya Dangat i/b Satyaki Law Associates for Appellant.
Adv. Sanskar Marathe i/b. Mr. Jayesh Joshi for Respondent Nos. 1, 3 to 6 & 9
Adv. Dharmesh Joshi a/w. Mr. Charoo Shukla, Adv. Abhishek Mishra, Adv. Akshita Vakharia, Adv. Gulnar Khan for Respondent No. 7
Mr. Vishal Pattabiraman a/w. Mr. Sahil Gandhi, Mr. Dhiraj Bhanalari i/b. Markand Gandhi & Co. for the Respondent No. 8.

Smt. Arti A. Sampat (Respondent No. 3 through VC), Meena J. Sampat (Respondent No.4), Jayant K. Sampat (Respondent No.5), Paresh J. Sampat (Respondent No.6), Varsha Sampat (Respondent No. 9) all present.

Mr. Arvind Jain, Chairman and, Mr. Anand Desai, Treasurer of Respondent No. 7 Society (present through VC)

CORAM : M. M. SATHAYE, J.

DATED : 14th AUGUST 2025.

PC.:

1. At the outset, learned Counsel for the Appellant seeks leave to add proposed Respondent Nos. 8 and 9 in the cause title of appeal and pending applications. Learned Counsel for the Appellant seeks further leave to delete the name of the Respondent No. 2-Anil D. Sampat, who has expired and therefore no more a trustee. Leave granted. Amendment to be carried out till 18.08.2025.
2. Learned advocates for Respondent Nos. 8 and 9 are at liberty to file Vakalatnama on behalf of added Respondent Nos. 8 to 9.
3. Learned Counsel for the Appellant, learned Counsel for the Trust (Respondent No. 1) and all the trustee (Respondent Nos. 3 to 6 & 9), learned Counsel for the Respondent No. 7 – Co-operative Housing Society and learned Counsel for the Respondent No. 8-Developer jointly tendered consent terms signed by the all the parties dated 14/08/2025. The said consent terms are taken on record and marked “X” for identification (page nos. 1 to 19)
4. The consent terms are signed by the authorized signatory **Mr. Jayesh Palsanekar** on behalf of the Appellant and the board resolution authorizing him is annexed to the Consent Terms in the original. He is present in the

Court, who is duly identified by the Advocate for the Appellant.

5. Consent Terms are also signed by the Respondent Nos. 3 to 6 and 9 as trustees of the Respondent No. 1-Trust, who are present in the Court and are duly identified by the Advocate appearing for the Trust. It is asserted by the Respondent Nos. 3 to 6 and 9 that there are no other trustees of the Respondent No. 1-Trust. Respondent No. 3-Smt. Arti A. Sampat is appearing through Video Conference (accompanied by an advocate). She is also duly identified by the advocate for Respondent Nos. 1, 3 to 6 and 9. Certified extract of resolution of trustees authorizing Respondent No. 6 Paresh J. Sampat to sign necessary documents is annexed to the consent terms.

6. The Consent Terms are also signed by the Chairman and Treasurer of the Respondent No. 7-Society, who are present before the Court through video conferencing and who are duly identified by the Advocate for the Respondent No. 7-Society. The certified extract of the resolution passed by the committee members of the Respondent No. 7 – Society is also annexed to the consent terms.

7. The consent terms are also signed by the authorized representative of the Respondent No. 8-Developer, **Mr. King Kaling Porwal** and the original board resolution authorizing him is annexed to the consent terms. He is present in the Court, duly identified by the advocate of Respondent No. 8.

8. All the parties who are present in the Court physically and through video conferencing, on being asked by the Court, confirmed that they have signed the consent terms after understanding contents therein and implications thereof.

9. Consent terms are also signed by the respective Advocates.

10. The consent terms provide for a quantified amount to be paid to the Appellant, on receipt of which the Appellant has agreed to withdraw all complaints and other disputes filed before different authorities in respect of suit property. Such amount mentioned in the clause 5 of the consent terms is already paid through pay order.

11. The trust has agreed that after the consent terms are filed and the present dispute comes to an end, it will convey the suit property in favour of the Society, for which a quantified amount has been accepted as interest free deposit. Such amount mentioned in the clause 12 of the consent terms is already paid through cheque and the cheque is also deposited in the account of the Trust.

12. It is fairly informed to the Court by learned Counsel for the Appellant that one IA/8606/2025 is pending. It is submitted that no interim or ad-interim relief is granted in the said application and the same Applicant has also filed a substantive suit in this Court, which fact is already disclosed in

the consent terms.

13. In the aforesaid facts and circumstances, since all the parties to the proceedings are present before the Court, there presence as well as the consent terms are recorded in this order.

14. Since no one is present for Intervenor in IA/8606/2025 today, as one opportunity to intervenor, stand over to 18/08/2025 to be listed under caption for 'consent terms' so that final order of disposal of the Appeal can be passed.

(M. M. SATHAYE, J.)