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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUIT NO. 129 OF 2024
WITH
INTERIM APPLICATION NO. 2624 OF 2025
WITH
INTERIM APPLICATION NO. 2622 OF 2025**

Jashma Kadam

.. Plaintiff

Versus

Sejal D. Gama

.. Defendant

**WITH
INTERIM APPLICATION NO. 2716 OF 2024
WITH
INTERIM APPLICATION NO. 2987 OF 2024
IN
SUIT NO. 129 OF 2024**

Adv. Harsh Moorjani a/w Adv. Petrushka Dasgupta, Adv. Krishna Baruah, Adv. Ankita Yadav, Adv. Devdatta Uchil i/b Link Legal, for the Plaintiff.

Plaintiff Jashna Kadam Virtually present in Court.

Adv. Karl Tamboly a/w Adv. Nandini Joshi & Adv. Dhruv Joshi i/b Harish Joshi & Co. for Defendant Nos. 1 to 4.

Adv. Meena Ruparel for Defendant No. 5.

CORAM: FIRDOSH P. POONIWALLA, J.

DATE: NOVEMBER 17, 2025

P. C.

1. The Plaintiff, Defendant Nos. 1, 2, 3, 4 and 5, the contesting parties to the present suit, have executed Partial Consent Terms dated 10th November, 2025 (hereinafter referred to as the "Partial Consent Terms"), partially settling the disputes in the present Suit in respect of claims of the

respective parties to a certain portion of the Estate of Late Chandrarao Kadam (hereinafter referred to as "Chandrarao") and the estate of Late Krishnabai Kadam (hereinafter referred to as "Krishnabai"), as more particularly detailed in the Partial Consent Terms. The Plaintiff, Defendant Nos. 1, 2, 3, 4 and 5 are hereinafter collectively referred to as "Parties" and individually as "Party". Chandrarao and Krishnabai are hereinafter collectively and/or individually referred to as the "Deceased".

2. The Partial Consent Terms have been signed by the Parties in their individual capacities. Parties are present in court in person either personally or through video conferencing. The Partial Consent Terms dated 10th November, 2025 are taken on record and marked as "X" for identification.

3. Order in terms of the Partial Consent Terms. The Suit is partially disposed of in so far as the properties dealt with in the Partial Consent Terms are concerned. All undertakings given by the Parties in the said Partial Consent Terms are recorded and accepted as undertakings to this Court.

4. Save as provided by the Partial Consent Terms, all other issues, rights, and contentions in the present Suit shall remain pending. Nothing in the Partial Consent Terms shall affect the rights and contentions of the parties regarding all other issues and properties not covered by these Partial Consent Terms.

5. Counsel for the Parties state there are certain other directions to third-parties required, particularly in respect of one of the properties forming part of the estate of the Deceased Krishnabai, viz. Flat No. 2 in building No. 4, 354/1/1B Canopus Co-operative Housing Society limited ("Canopus Society") situated at Boat Club Road, Pune 411001, admeasuring 840 sq.ft. and 5 shares of Rs.50 each, bearing distinctive numbers 246 to 250 and Share Certificate bearing no. 50 of Canopus Co-operative Housing Society (collectively referred to as the "Pune flat"). The Pune flat stood in the name of Krishnabai. Naina Ankhad (erstwhile Defendant No.7) was the nominee in respect of the Pune flat. After the death of Krishnabai, by and under an order dated 28th June, 2005 of the Deputy Registrar, Pune City (4), Pune, the Pune flat stood transferred in the name of Naina basis her nomination. Naina Ankhad has, by virtue of the Consent Terms dated 2nd April, 2024 filed in Testamentary Suit No. 23 of 2002, recorded that she would not have any claim in respect of the transfer of Pune flat to any of the Parties to the present Suit and that she will co-operate with all the Parties hereto in all respects to effectuate the transfer of the Pune flat.

6. Now, by the Partial Consent Terms. Defendant Nos. 1 to 5 have released / relinquished all their claim, right, title interest in respect of the Pune flat in favour of the Plaintiff and agreed that the Pune flat shall vest solely in the Plaintiff, to the exclusion of Defendant Nos. 1 to 5. It is further agreed that Defendant Nos. 1 to 5 shall have no right, title and/or interest in

law, in equity or otherwise in respect of the Pune flat. The Plaintiff is in possession of the original Share Certificate of the Pune flat as well as the keys to the Pune flat. The Plaintiff's name is yet to be entered / updated in the records of Canopus Society.

7. In the interest of fully effectuating and giving effect to the Partial Consent Terms, the aforesaid Canopus Society, upon receipt of the requisite forms and documents from the Parties listed in the Partial Consent Terms, shall cause the Plaintiff's name to be entered in the Member's Register of the Canopus Society and also on the Share Certificate No. 50 of Canopus Society vis-a-vis the Pune flat, as expeditiously as possible, and shall endeavour to do so within a period of one month from receipt of the aforesaid forms and documents from the Parties.

8. The Registry will draw up a decree reflecting the Partial Consent Terms and the Suit stands disposed of only to that extent. The rest of the Suit, of course, remains unaffected.

9. Liberty to the Parties to mention.

10. All to act on a duly authenticated copy of this Order.

11. The parties undertake that the parties to the Consent Terms shall keep the Consent Terms confidential and not share them with third parties, save and except as required for execution of the Consent Terms.

[FIRDOSH P. POONIWALLA, J.]