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

WRIT PETITION (L) NO.23728 OF 2025

Aparna Pant

...Petitioner

Versus

Presiding Officer & Ors.

...Respondents

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Ms. Fereshte Sethna with Mr. Mohit Tiwari and Mr. Prakalathan Bathey i/b. DMD Advocate for the Petitioner.

Mr. Atharva Dandekar with Ms. Komal Shah, Mr. Tejas Gupta, Mr. Om Waghmode and Ms. Khushida Shaikh for Respondent No.2.

Mr. Kunal U. Shirgine, for Respondent No.3.

Petitioner, Respondent Nos. 2 and 3 are also present in person

CORAM : R.I. CHAGLA AND
FARHAN P. DUBASH, JJ.
DATE : 6TH OCTOBER 2025.

ORDER :

1. The present Writ Petition has already been disposed of by a Consent Order dated 16th September 2025 (“Consent Order”) and the matter is listed for compliance today. Paragraph 3 thereof, which records the consent of the parties, reads as under:-

“(3) This order is passed by consent of parties as under:

(i) The Respondent No.3 will vacate the subject premises viz. B-701, B Wing, 7th Floor, Lotus Inpar Residency, Lower Parel (West), Mumbai – 400 013 within a period of one week from Respondent No.2 providing Respondent No.3 an alternate premises i.e. One BHK premises in a society building similar to the society building in which the subject premises is situated. The alternate premises will be on Leave & License basis and shall be situated within one kilometer radius of the subject premises. Further, the license fees in respect of the alternate premises will be paid by the Respondent No.2 in advance.

(ii) The Respondent No.2 will in addition to (i) above, provide monetary assistance to the Respondent No.3 for the furnishing of the alternate premises upto an amount of Rs.1,50,000/-.

(iii) The Respondent No.3 upon vacation of the subject premises and moving to the alternate premises, shall not re-occupy the subject premises, where the Petitioner will exclusively reside with her husband and children.”

2. Learned Counsel appearing on behalf of Respondent No.3 has submitted that although several one BHK premises were shown/offered to his client by Respondent No.2 after the Consent Order was passed, none of them were situated in a building that was similar to the society building in which the ‘*subject premises*’ is situated and accordingly, Respondent No.3 has not accepted any of them. We have also heard the learned Counsel appearing on behalf

of Respondent No.2 and the Petitioner.

3. After some deliberation and with the assistance of this Court, the parties have arrived at a modified arrangement, *in lieu of* the prior understanding that was recorded in paragraph 3 of the Consent Order. This modified arrangement has been consented to by all the parties viz. the Petitioner, Respondent No. 2 and also Respondent No. 3 who are present in court today and in whose presence, this order has been passed in open court. The modified arrangement reads thus:-

- (a) Respondent No.2 agrees and undertakes to deposit a sum of Rs. 85,000/- per month, on or before the 1st day of each month with the Prothonotary and Senior Master of this Court.
- (b) For the month of October 2025, Respondent No. 2 agrees and undertakes to deposit the sum of Rs. 85,000/- on or before tomorrow, viz. 7th October 2025.
- (c) Respondent No.3 is at liberty to thereafter apply for withdrawal of the said amount each month and upon such application, the Prothonotary and Senior Master of

this Court shall forthwith pay over the said deposited amount of Rs. 85,000/- per month to her.

- (d) In addition to this monthly deposit of Rs. 85,000/-, Respondent No. 2 agrees and undertakes to make a one-time deposit of Rs.1,50,000/- with the Prothonotary and Senior Master within a period of two weeks from the date of this Order viz. on or before 20th October 2025. Respondent No.3 is at liberty to thereafter apply for withdrawal of this amount and upon such application, the Prothonotary and Senior Master of this Court shall forthwith pay over the said deposited amount of Rs. 1,50,000/- to her.
- (e) Subject to Respondent No.2 depositing the amounts of Rs. 85,000/- and Rs. 1,50,000/- mentioned in (b) and (d) above, Respondent No.3 agrees and undertakes to vacate Flat No. B-701, B-Wing, 7th Floor, Lotus Inpar Residency, Lower Parel (West), Mumbai 400013 (“subject premises”) within a period of two weeks from the date of this order viz. on or before 20th October 2025.
- (f) Respondent No.3 agrees and undertakes that upon

vacation of the subject premises, she shall not re-occupy the same and the Petitioner will be entitled to exclusively reside therein with her husband and children.

- (g) In light of the above arrangement between the parties and subject to the undertaking given by Respondent No.2 that he shall not default in making the said payments to Respondent No.3, both the parties agree that Respondent No.2 shall no longer be obliged to provide any residential accommodation viz. a one BHK premises on leave and license basis, to Respondent No.3, as more particularly recorded in paragraph 3(i) of the Consent Order.
- (h) Respondent No. 3 has agreed to find suitable residential accommodation for herself and she will be entitled to use the monthly deposit of Rs. 85,000/- or any part thereof, for such purpose. It is further agreed that she will be entitled to this monthly amount, whether or not, she incurs any expenditure towards her residential accommodation. Similarly, it is also agreed that Respondent No.3 will not be entitled to any additional monthly amount from Respondent No.2, over and above

the said monthly amount of Rs. 85,000/-, even if she were to incur such additional expenditure towards her residential accommodation.

- (i) It is further agreed that only if Respondent No.3 takes any alternate premises on leave and license basis, then Respondent No.2 shall pay the amounts towards brokerage charges and security deposit for such premises. However, it is agreed that the maximum amounts that Respondent No. 2 shall pay in this regard will not exceed Rs. 85,000/- towards brokerage charges and will not exceed three times the monthly deposit *viz.* Rs. 2,55,000/- towards security deposit. If any additional amount is required to be paid towards brokerage and security deposit, Respondent No.3 has agreed to make such payment. Respondent No.2 agrees and undertakes to pay the said amounts towards brokerage and security deposit, at the time of/before the execution of the leave and license agreement by Respondent No.3, who shall give him advance notice of at least 2 working days in that regard.

4. Parties have expressly agreed that apart from paragraph 3 of the Consent Order which has now been substituted by the modified arrangement, as recorded above, the remainder of the paragraphs of the Consent Order shall continue to apply.

5. The learned Advocate appearing on behalf of Respondent No.3 today, undertakes to file his vakalatnama on her behalf within a period of one week from today.

6. Accordingly, the present Writ Petition stands disposed of in terms of the Consent Order dated 16th September, 2025 as modified above.

[FARHAN P DUBASH, J.]

[R.I. CHAGLA J.]