IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 14235 OF 2025

Anuj Developers ..Petitioner

Versus

The Joint Charity Commissioner & ors. ...Respondents

Mr. Ashutosh Kumbhkoni, Sr. Advocate, i/b Mr. Sarthak S Diwan, for the Petitioner.

Mr. Akshay R Kulkarni, for Respondent No.3.

Mr. Y D Patil, AGP for Respondent No.1 – State.

Ms. Pooja Chavan a/w Ms. Raufa Shaikh i/b Ms. Neha Wadekar, for Respondent No.2.

Mr. Kishor V. Joshi - Authorized Trustee of Respondent No.2.

Mr. Sudhakar V Rao - Authorized Trustee of Respondent No.3.

Mr. Rajendra B. Chitodkar – Authorized Partner of Petitioner.

CORAM : N. J. JAMADAR, J.
DATE : 20th August 2026

SAINATH SANJAY BODKHE
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Date: 2026.08.24 21:04:37 +0530

P.C.:

1. Heard the learned Counsel for the parties.

2. The learned Counsel for the parties submit that, the petitioner, Respondent No.2 – Chinchwad Devasthan Trust and Respondent No.3 – Kannada Sangha Pune, have amicably resolved the dispute and the parties have agreed that, the trust

property be sold to the petitioner and the Respondent No.3 in the proportion agreed among the parties. The sales would be effected at an aggregate consideration of Rs.24,50,00,000/- (Rupees Twenty Four Crores Fifty Lakhs), for which the learned Charity Commissioner has accorded sanction for sale of the trust property in favour of the Respondent No.3 alone. The said consideration would be paid by the petitioner and Respondent No.3 to the Respondent No.2 - Trust, in accordance with the amount indicated in clause (D) of the consent terms.

3. The learned Counsel seek leave to tender consent terms.

4. Leave granted.

5. Mr. K. V. Joshi, the Chief Executive Officer of the Trust, who is authorized by the Respondent No.2 – Trust, by a resolution passed on 12th July, 2026, is present before the Court. Mr. Sudhakar Rao, the Member of the Respondent No.3 – Kannada Sangha Pune, who is also authorized by the resolution passed by the Respondent No.3 on 07th July 2026, is present before the Court. Mr. Rajendra Chitodkar, an authorized partner of the Petitioner – Firm is also present.

6. The parties admit the execution of the consent terms and the contents thereof. The parties are identified by their respective Advocates. Upon being inquired, the parties

specifically state that, they have read and understood the contents of the consent terms, they admit the same and agree to abide by the respective undertakings therein. In particular, Mr. Sudhakar Rao, the authorized Member of Respondent No.3, specifically submits that, the Respondent No.3 is agreeable to purchase an area admeasuring 8R and pay the consideration of Rs.13,28,00,000/- (Rupees Thirteen Crores Twenty Eight Lakhs) to the Respondent No.2 – Trust.

7. The consent terms seem to have been executed voluntarily. There does not appear any coercion or duress.

8. The Court finds that, the proposed settlement has an element of putting to rest all the disputes between the parties once and for all. The resultant expeditious sale of the trust property in distinct portions to the petitioner and Respondent No.3, would facilitate the Trust to utilize the sale proceeds for the advancement of the object of the Trust. The proposed sale of the portions of the trust property to the petitioner and Respondent No.3 appears to be for the benefit and in the interest of Respondent No.2 – Trust.

9. The consent terms, thus, stand taken on record and marked 'X'.

10. There shall be an order in accordance with the consent terms “X”.

11. The orders passed by the Charity Commissioner impugned in this petition stands substituted by this order in accordance with the consent terms “X”.

12. The Writ Petition accordingly stands disposed.

[N. J. JAMADAR, J.]