

Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.17790 OF 2025

ARJUN
VITTHAL
KUDHEKAR

Digitally signed by
ARJUN VITTHAL
KUDHEKAR
Date: 2026.02.20
22:13:04 +0530

Siddaling (alias, Siddlingappa) Nirwani Chawadi ...Petitioner
Versus
The State of Maharashtra & Ors. ...Respondents

Mr. Rajuram Kuleriya a/w Zaid Sultan & Chinmay Dhanavade, for the
Petitioner.

Ms. Aloka A. Nadkarni, AGP, for the Respondent-State.

Mr. Veerdhawal Deshmukh, for Respondent No.3.

CORAM: MADHAV J. JAMDAR, J.
DATED: 17 FEBRUARY 2026

P.C.:

1. Mr. Kuleriya, learned Counsel appearing for the Petitioner and Mr. Deshmukh, learned Counsel appearing for Respondent No.3, tender the “Terms of Settlement/Consent Terms”.

2. The “Terms of Settlement/Consent Terms” are signed by the Petitioner - Siddaling (alias, Siddlingappa) Nirwani Chawadi and Respondent No.3 - Sangeetha Nirwani Chawadi. The Petitioner and Respondent No.3 are personally present in the Court. Both of them state that the dispute between them has been settled in terms of the “Terms of Settlement/Consent Terms”. The “Terms of Settlement/Consent

Terms” are also signed by the respective Advocates of the Petitioner and the Respondent No.3. The respective Advocates identify the signatures of the Petitioner and Respondent No.3.

3. Accordingly, the “Terms of Settlement/Consent Terms” are taken on record and marked “X” for identification. A scanned copy of the “Terms of Settlement/Consent Terms” is reproduced herein below for ready reference :-

'X' Tendam in the court on 17/12/26

17/12/26
CRM 79

1

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL WRIT PETITION NO. 17790 OF 2025

DISTRICT: MUMBAI

Siddhaling Alias Siddlingappa Nirwani Chlawaddi ...Petitioner

V/s

1. State of Maharashtra ...Respondent no.1
2. The Competent Authority,
Konkan Division (Rent Act) ...Respondent no. 2
3. Sangeeta Nirwani Chalwadi ...Respondent No.3

[Handwritten signature]

TERMS OF SETTLEMENT: / CONSENT TERMS

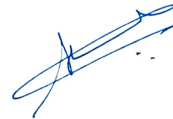
1. The Petitioner at the outset admits, affirms, and confirms that the subject property being Flat Nos. 301 and 302 situated at Plot No. A-190, Sector 20, Mahalaxmi Sadan CHS Ltd., Phase 2, Nerul, Navi Mumbai - 400 706 (*hereinafter referred to as "subject property"*) belongs exclusively to Respondent No. 3 and as such she has undisputed right, title, and interest over the aforementioned subject property.
2. That the Petitioner and Respondent No. 3, being the main contesting parties, have amicably settled all the disputes and differences between them.
3. The Petitioner and Respondent No. 3 have, in pursuance of the instant consent terms arrived by way of unequivocal settlement between the parties, Respondent No. 3 hereby grants to the

[Handwritten signature]

[Handwritten signature]

Petitioner an personal and non-transferable right of residence and possession of *"Flat No. 302, Plot No. A-190, Sector 20, Mahalaxmi Sadan CHS Ltd., Phase 2, Nerul, Navi Mumbai - 400 706"* (hereinafter referred to as *"Flat 302"*) during his lifetime, entitling him to reside therein along with his family members presently residing with him.

4. It is further understood and consented between the parties that the Petitioner will not claim any right, title or any interest in the subject property.
5. Furthermore, it is amicably understood between the parties that the Petitioner will be allowed to reside in the premises being *Flat 302* only till his lifetime and he or his legal heirs or any other person on his behalf will not claim any right title or interest on the property and the Petitioner will not create any 3rd Party rights over the above-mentioned property. That the petitioner is a gratuitous Licensee.
6. Furthermore, in the event of the demise of the Petitioner, Respondent No. 3 agrees and undertakes to grant a period of Six-months to the family members of the Petitioner who are residing in Flat No. 302 to vacate and hand over peaceful possession of the said premises. During the said Six-month period, no coercive steps shall be taken against the Petitioner's family members.



7. The parties to the present consent terms also admit, confirm and affirm that the Respondent No. 3 will have sole and exclusive possession of the Flat No. 301, Plot No. A-190, Sector 20, Mahalaxmi Sadan CHS Ltd., Phase 2, Nerul, Navi Mumbai – 400 706. (*Hereinafter referred to as "Flat 301"*). The petitioner shall hand over the peaceful and vacant possession of *Flat 301* to the Respondent No. 3 on or before 25th February 2026.
8. That the Petitioner along with his family is allowed to reside in *Flat 302* more particularly mentioned in paragraph 3 hereinabove, as a purely personal license without creating any tenancy, ownership, leasehold or other transferable interest, considering the nature of relationship between the parties.
9. That after handing over peaceful possession of the *Flat 301* to Respondent No. 3, Petitioner shall pay the maintenance and other outgoing pertaining to *Flat 302* and the Respondent No.3 shall pay the maintenance and other outgoing pertaining to *Flat 301* punctually in future from the signing of this consent term.
10. In the event the Petitioner fails to pay the maintenance and other outgoings pertaining to Flat No. 302 as raised by the Society to Respondent no.3 and continues to remain in default for a ^{Consecutive period} ~~further~~ ^{two (2)} ~~period of six (6)~~ months from the filing of the consent terms, then and in such event, the Petitioner shall be liable to vacate Flat No.






302 and hand over peaceful possession thereof to Respondent No.

3 without further reference to the Court of Law within 30 days.

11. The Petitioner admits, affirms and confirms that he is in possession of Flat Nos. 301 and 302 and that all maintenance dues of the Society, including interest and penalty, if any, accrued on the subject property since 2003 till date is Rs. 4,75,000/- (Rupees Four Lakhs Seventy-Five Thousand Only) as on this filing of consent terms, are payable as per the Society records. The Petitioner undertakes to clear the entire arrears of maintenance amounting to Rs. 4,75,000/- (Rupees Four Lakhs Seventy-Five Thousand Only), including interest and penalty, if any, within a period of two (2) years from the date of signing these Consent Terms to Respondent no.3 thereafter Respondent no. 3 will pay to the society.
12. Additionally, to comply with above clause 11, Petitioner further undertakes to pay a amount of Rs. 10,000/- per month for the first six (6) months from the date of signing these Consent Terms and thereafter a amount of Rs. 20,000/- per month until full and final payment of the dues within the said period of two years to Respondent no. 3 thereafter the Respondent No. 3 will pay to the society.



13. In case if any balance amount remains unpaid after completion of two years from the date of filing of consent terms as per clause 11, then:

a. If the outstanding balance is below Rs. 1,00,000/-, the Petitioner shall pay the said balance amount to Respondent no.3 along with additional interest at the rate of 10% per annum to Respondent No. 3 until realization; and

b. If the outstanding balance exceeds Rs. 1,00,000/- after expiry of two years from the date of filing of consent terms, the Petitioner shall vacate Flat No. 302 without any further claim or objection.

14. In the event Flat No. 302 is subjected to redevelopment, reconstruction or self-redevelopment during the lifetime of the Petitioner, the Petitioner shall, for the period of such redevelopment, be entitled to alternate temporary accommodation or transit rent or compensation, strictly as may be provided by the Developer under the redevelopment scheme and on the same terms and conditions as applicable to the occupant of Flat No. 302.

15. It is expressly agreed and clarified that while the Petitioner shall be entitled to enjoy possession of Flat No. 302 and in the event of redevelopment, to receive transit rent, temporary alternate

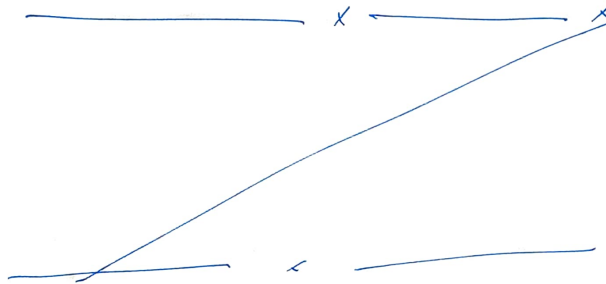


accommodation and/or permanent alternate accommodation strictly as provided under the redevelopment scheme, the Petitioner shall have no right, title, claim or entitlement whatsoever in respect of any corpus fund or additional area benefit or any other financial consideration arising out of or in connection with such redevelopment and all such monetary benefits shall exclusively belong to Respondent No. 3.

16. It is further agreed that in the event of redevelopment of the said Flat No. 302, the same lifetime right of residence and possession shall equally apply to the permanent alternate accommodation allotted in lieu of Flat No. 302, irrespective of any increase in area, additional benefits or modifications arising out of such redevelopment. It is clarified that the aforesaid right is purely personal to the Petitioner and shall not create any ownership, tenancy, leasehold or transferable interest in his favour.
17. Respondent No. 3 shall not initiate or continue any execution or other proceedings contrary to these Consent Terms.
18. The Petitioner and Respondent No. 3 will withdraw all the allegations against each other and shall not make any grievances against each other in future.
19. The parties hereby undertake to this Hon'ble Court to abide by and strictly comply with the present Consent Terms.



20. The Petitioner and Respondent No.3 affirms, admits and confirms that the terms of the instant consent terms are read over to them by their lawyers in the language that they understand and they have no dispute with regards to the contents of the Consent Terms.



Place - Mumbai

Dated this ^{17th} day of February, 2026.


17/02/2026
Mr. Siddlingappa Nirwani Chlawaddi
Petitioner


Adv. for Petitioner


Mrs. Sangeeta Nirwani Chalwadi
Respondent No. 3


Adv. for Respondent No.3

4. Various statements made in the “Terms of Settlement/Consent Terms” by the Petitioner and Respondent No.3 are accepted as undertakings given to this Court.

5. Accordingly, the Order dated 15th March 2024 passed by the Competent Authority, Rent Control Act Court, Konkan Division, Mumbai in Eviction Application No.206 of 2023 as well as the Order dated 9th April 2025 passed by the Additional Divisional Commissioner, Konkan Division, Mumbai in Revision No.666 of 2024, are quashed and set aside and the said Eviction Application No.206 of 2023 is disposed of in terms of the “Terms of Settlement/Consent Terms”.

6. Accordingly, the Writ Petition is disposed of in above terms with no order as to costs.

[MADHAV J. JAMDAR, J.]