

HARSHADA H. SAWANT
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO.618 OF 2025
WITH
INTERIM APPLICATION NO.13273 OF 2025
IN
APPEAL FROM ORDER NO.618 OF 2025

Dr. Prashant S/o. Vishnu Sawant

Appellant/
.. Org. Plaintiff

Versus

Vasant Sagar Krishna Kaveri CHS Ltd.

Respondent
.. Org. Defendant

-
- Mr. Amir G. Dubey, Advocate i/by Mr. Ashok M. Saraogi for Appellant.
 - Mr. Chirag Desai, Advocate for Respondent.
-

CORAM : MILIND N. JADHAV, J.

DATE : FEBRUARY 12, 2026

P.C.:

- 1.** Mentioned out of turn.
- 2.** Heard Mr. Dubey, learned Advocate for Appellant and Mr. Desai, learned Advocate for Respondent.
- 3.** The Consent Terms dated 13.12.2025 are taken on record and marked as 'X' for identification. They are totally running into 6 pages and are executed by Appellant; Advocate for Appellant; Respondent - Vasant Sagar Krishna Kaveri CHS Ltd. and Advocate for Respondent. Parties are present through Video Conferencing and I have interacted and agreed to signing Consent Terms.

4. For reference and convenience, 6 pages of the entire Consent Terms dated 13.12.2025 are scanned and reproduced below:-

①

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 618 OF 2025

IN

NOTICE OF MOTION NO. 2030 OF 2015

IN

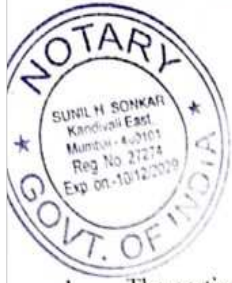
S.C. SUIT NO. 1963 OF 2015



DISTRICT : MUMBAI

Dr. Prashant S/o. Vishnu Sawant	)	
Aged about 54 years,	)	
Of Mumbai, adult, Indian Inhabitant, carrying	)	
On his profession from the premises being	)	
Flat No.A003 situated at Ground Floor, Krishna	)	
Vasant Sagar, Thakur Village, Opp. Thakur	)	
Cinema Kandivali (E), Mumbai 400 101	)	...Appellant/Org.
		Plaintiff
V/s.		
Vasant Sagar Krishna Kaveri CHS Ltd.	)	
A Society incorporated under the provisions	)	
Of Maharashtra Co-operative Societies Act	)	
Having its office situated at Thakur Village,	)	
Opp. Thakur Cinema, Kandivali (East),	)	
Mumbai 400 101	)	...Respondents/Org.
		Defendants





CONSENT TERMS

1. The parties do hereby agree and confirm having sorted out all their disputes and differences arising out of the present Appeal from Order as well as the original Suit filed by the Appellant being S.C. Suit No. 1963 of 2015 and accordingly, do hereby withdraw all the allegations made against each other either in the present proceedings and/or in any other proceedings.
2. The Appellant do hereby specifically declare that as per the Annexure to the Plaint, the Appellant is the owner of the premises being Flat No.A-003 situated on the ground floor of the property in question.
3. The Appellant further declare that he had obtained all the necessary permissions from the Developers who have constructed the building and had also obtained necessary approvals for change of user from the statutory authorities.
4. The Appellant further agrees and confirms that he shall use the said premises for commercial purpose and more particularly, for the purpose of running necessary Poly Clinic in the manner as it being conducted by him as on today and shall not cause any nuisance of whatsoever nature to any

③

of the members of the society either by himself or through the patients visiting the same.

5. The Appellant further agrees that in case of any such event and in case, if any such additional taxes etc. are required to be paid or any such statutory payments are required to be made, the Appellant shall make the payment either directly or through the society without delaying the same.

6. The Appellant further agrees that he shall indemnify the society in case, if any such claim or action is received against the user of the premises for commercial purpose and shall keep the society indemnified for all such purposes in respect of the expenses incurred by them.

7. The Appellant further agrees that it will be his responsibility to keep the said premises fit in all respect and shall not carry out any structural additions alterations etc. without obtaining prior permission from the statutory authorities.

8. It is further agreed between the parties that in case of any violation or breach of any of the aforesaid conditions, the society will have a right to terminate user of the premises for commercial purpose after issuing 30 days



2 17

(4)

show cause notice to rectify any such mistake if so committed by the Appellant.

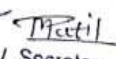
9. In view of the same, the Respondents have no objection in the Appellant continuing to use the said premises for commercial purpose as stated hereinabove.

Dated this 13 day of December, 2025.


Advocate for the Appellant


Appellant


Advocate for Respondents

Respondents
for VASANT SAGAR KRISHNA KAVERI
CO-OP HOUSING SOCIETY LTD
 Chairman / Secretary / Treasurer




BEFORE ME


13/12/25
SUNIL H. SONKAR
ADVOCATE & NOTARY
GOVT. OF INDIA
Bldg. No. 54, Flat No. 601,
Halley Evershine Millennium
Paradise Thakur Villa,
Kandivali East, Mumbai - 40101

Notary Register Sr. No.	154
Date	13/12/25





Vasant Sagar Krishna Kaveri Co-operative Housing Society Ltd.

(Reg. No. MUM/WR/HSG/TC/12025/2003 - 2004 W. E. F. 27-05-2003)

Opp. Thakur Cinema, Thakur Village, Kandivali (East), Mumbai - 400 101.

☎ : 022-284624200 • ✉ : vskk.staff@gmail.com

⑤

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE
MANAGING COMMITTEE HELD ON 07/12/2025 AT 11:00 A.M. AT THE SOCIETY
OFFICE**

"RESOLVED THAT the office bearers of the Society be and are hereby authorised to represent the Society before the Hon'ble High Court, Bombay in *Appeal from Order No. 618 of 2025*, and before the City Civil Court, Dindoshi in *Suit No. 1963 of 2015*, titled *Dr. Prashant S/o Vishnu Sawant Vs. Vasant Sagar Krishna Kaveri CHSL*.

RESOLVED FURTHER THAT the office bearers are authorised to sign and execute the Vakalatnama, Consent Terms, Memorandum of Understanding, replies, affidavits, affirmations, pleadings, and all other required documents, writings, applications and papers as may be necessary for the conduct of the said legal proceedings.

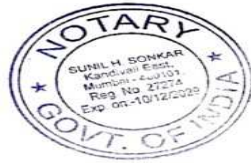
RESOLVED FURTHER THAT Mr. Chirag Desai, Advocate, Bombay High Court, is hereby appointed to represent the Society in the above matters and to take all steps necessary and incidental thereto."

For Vasant Sagar Krishna Kaveri
Co-operative Housing Society Ltd.

VASANT SAGAR KRISHNA KAVERI CHS LTD.

Matil
Secretary

IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
CIVIL APPELLATE JURISDICTION
APPEAL FROM ORDER NO. 618 OF 2025
IN
NOTICE OF MOTION NO. 2030 OF 2015
IN
S.C.SUIT NO. 1963 OF 2015
Dist. Mumbai
Dr. Prashant S/o. Vishnu Sawant
...Appellant/Org. Plaintiff
V/s.
Vasant Sagar Krishna Kaveri CHS Ltd.
...Respondents/Org. Defendants



CONSENT TERMS

Dated this day of December, 2025

5. Rights and obligations stated in the Consent Terms qua parties to the Consent Terms are taken as an undertaking given to this Court. The undertaking given by the parties shall be accepted. All parties shall abide by the same.

6. Order in terms of Consent Terms.

7. With the above directions, Appeal from Order is disposed. In view of disposal of Appeal from Order, pending Interim Application is disposed.