

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 13370 OF 2025
IN
CIVIL REVISION APPLICATION NO. 5 OF 2015

Lodha Developers Limited ..Applicant

Versus

Shobhana Sahadev Shah ..Respondent

Ms. Jennifer Michael a/w. Ms. Alisha Pinto & Ms. Yashvi Dave, Advocates, for the Intervenor Applicant
Ms. Kavita Shah, Advocate, for the Revision Applicant
Mr. J. N. D'Silva a/w. Ms. Jacqueline D'Silva & Mr. Raj Nagre, Advocates, for Respondent Nos. 1 & 2
Mr. Atharva Kudtarkar, Authorized Representative of the Lodha Developer Ltd present
Ms. Bharti Bhanushali i/b. FZB & Associates, Advocate, for Respondent Nos. 3 & 4

CORAM : RAJESH S. PATIL, J.

DATE : 27.04.2026

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INTERIM APPLICATION NO. 13370 OF 2025

1. This Interim Application is filed seeking Intervenor to be impleaded and substituted in place of the Revision Applicant.
2. None of the parties appearing in the Interim Application have objection for allowing the Interim Application.
3. The **Interim Application stands allowed in terms of prayer clause (A).**

4. Amendment to be carried out forthwith.

CIVIL REVISION APPLICATION NO. 5 OF 2015

1. Learned Counsel for the parties have tendered the Consent Terms dated 27.04.2026. Learned Counsel for the parties submits that their client have endorsed their signatures on the Consent Terms and that they identify the signatures of their client on the Consent Terms.
2. Mr. D'Silva, learned Counsel for the Respondent – tenant submits that his client is present in Court today.
3. The Consent Terms are taken on record and marked as “X” for the purpose of identification.
4. All the submissions made in the Consent Terms are accepted as an undertaking given to this Court. All the undertakings are also accepted.
5. For ease of reference, a scanned copy of the Consent Terms is reproduced hereinbelow :-



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO. 5 OF 2015
IN
APPEAL NO. 199 OF 2001
IN
R.A.E. & R. SUIT NO. 1174/3607 OF 1988

X
R.P. & L.
27/4/2026

Lodha Developers Limited

...Applicant

Versus

Mahadev Yeshwant Bhole & Ors.

...Respondents

CONSENT TERMS

1. Shri Damji Deraj Shah & Ors. had filed R.A.E. & R. Suit No. 1174/3607 of 1988 before the Hon'ble Small Causes Court, Mumbai against the Respondent Nos. 1 and 2 herein for recovery of arrears of rent and recovery of vacant possession of the Shop No. 10, Saraswati Building, situated at Deepak Talkies, 36, NM Joshi Marg, Mumbai - 400013 ("the subject premises"). The same was opposed by Respondent Nos. 1 and 2 on the ground that since Respondent No. 2 was a licensee in respect of the subject premises as on 1st February 1973, the Respondent No. 2 shall be deemed to have become the tenant of the subject premises by virtue of Section 15A of then applicable Bombay Rent Act.

2. During the pendency of the said Suit, pursuant to a family arrangement, one Mr. Sahadev Deraj Shah became the sole owner of all that piece and parcel of land admeasuring 3,836.15 square meters (as per the Property Register Card) bearing Cadastral Survey No.820 of the Lower Parel Division situate, lying and being at N. M. Joshi Marg (formerly Delisle Road) and Pandurang Budhkar Marg, G/S Ward, Lower Parel, Mumbai 400 013 ("Land"), together with the structures standing thereon known as (i) Deepak Talkies, (ii) Saraswati Building, (iii) Baithi Chawl, (iv) A.C. Shed, (v) C.I. Shed, (vi) BEST Sub-station ("Structures"). Pursuant to the death of Sahadev Deraj Shah, his legal heirs being Mrs. Shobhana Sahadev Shah and Shri Punit Shahdev Shah ("Original Plaintiffs") were brought on record.

Subsequently, the said R.A.E. & R. Suit No. 1174/3607 of 1988 vide Judgment dated 13th September 2000 ("the said Judgment") was decreed in favour of the Original Plaintiffs by virtue of which the Original Plaintiffs were entitled to recover vacant possession of



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the subject premises from the Respondent Nos. 1 and 2 herein and the Respondent Nos. 1 and 2 herein were directed to handover vacant possession of the subject premises to the Original Plaintiffs within a period of 2 months from the date of decree and order.

4. The Respondent Nos. 1 and 2 herein filed an Appeal being Appeal No. 199 of 2001 before the Small Causes Court at Mumbai against the said Judgment. In the said Appeal No. 199 of 2001, one Ms. Sangeeta Porbunderwala and Babita Fernandes nee Babita Shah were also added as Respondents specifically as Respondent Nos. 3 and 4 in their capacity as the legal heirs of Sahadev Deraj Shah. By Judgment dated 19th December 2011, the Appeal No. 199 of 2001 was allowed and the said Judgment was set aside on the observation that the Respondent No. 2 herein has proved that he is a protected licensee or deemed tenant of the subject premises under the provisions of Section 15A of the then applicable Bombay Rent Act. Accordingly, the Respondent No. 2 herein was declared as a protected licensee/deemed tenant of the subject premises. Pertinently, Respondent No. 1 has acknowledged and confirmed Respondent No. 2's claim of deemed tenancy/protected licensee, as is evident from a conjoint reading of the Written Statement filed by the Respondent Nos. 1 and 2 dated 29th March 1990, Additional Written Statement filed by the Respondent Nos. 1 and 2 dated 29th June 1998, the said Judgment and the Judgment dated 19th December 2011 passed in the Appeal No. 199 of 2001.
5. The Judgment dated 19th December 2011 passed by the Hon'ble Small Causes Court, Mumbai in Appeal No. 199 of 2001 was challenged only by the Original Plaintiffs by way of the above captioned Civil Revision Application. While Ms. Sangeeta Porbunderwala and Babita Fernandes nee Babita Shah i.e. Respondent Nos. 3 and 4 have been made parties to the captioned Civil Revision Application, no reliefs have been sought against them by the Original Plaintiffs.
6. During the pendency of the above captioned Civil Revision Application, Respondent No. 2 i.e. Bhagoji Shripat Chavan passed away and accordingly his legal heirs i.e. his wife - Anusaya Bhagoji Chavan (Respondent No. 2 (a)) and his sons - Santosh Bhagoji Chavan (Respondent No. 2 (b)), Shrikant Bhagoji Chavan (Respondent No. 2 (c)) and Sameer Bhagoji Chavan (Respondent No. 2 (d)) were brought on record in place of Respondent No. 2.
7. Pursuant thereto, Lodha Developers Limited, vide Deed of Conveyance dated 4th April 2025 duly registered with the office of the Sub Registrar of Assurances bearing Serial No. Mumbai-3/7620/2025 ("**Deed of Conveyance**"), acquired ownership, right, title and



Santosh Chavan *Bhavan* *Shrikant*

interest in the Land together with the said Structures. The Original Plaintiffs now have no subsisting right, title, interest, claim or demand of any nature whatsoever in respect of the Land and Structures, including the subject premises, having conveyed the same to Lodha Developers Limited under the Deed of Conveyance. Accordingly, Lodha Developers Limited filed an Interim Application being Interim Application No. 13370 of 2025 in the Civil Revision Application seeking to be impleaded/substituted in place of the Revision Applicants (i.e. Original Plaintiffs) in the captioned Civil Revision Application, which was allowed by this Hon'ble Court by an Order dated 27 April 2026.

8. The Parties have now had mutual discussions and agreed to amicably resolve all their disputes/differences/claims in relation to the subject premises, including any and all claims arising out of or in connection with the subject premises and the tenancy / protected tenancy / deemed tenancy thereof, strictly in the manner and on the terms, conditions and representations as recorded herein.

9. The Respondent Nos. 2(b) to 2(d) agree, acknowledge, confirm, represent and undertake the following:

- (i) Respondent No. 2(a) has passed away and Respondent Nos. 2 (b) to 2 (d) are the only surviving legal heirs of Respondent Nos. 2 and 2(a);
- (ii) Pursuant to the death of Respondent No. 2, the Respondent Nos. 2 (b) to 2 (d) are in uninterrupted possession of the subject premises;
- (iii) Respondent No. 1 does not have any right or interest in the subject premises and has acknowledged that Respondent No. 2 has been in possession of the subject premises from 1st October 1971 in the Written Statement filed by the Respondent Nos. 1 and 2 dated 29th March 1990 and Additional Written Statement filed by the Respondent Nos. 1 and 2 dated 29th June 1998 filed in the R.A.E. & R. Suit No. 1174/3607 of 1988;
- (iv) Respondent No. 1 has passed away and none of his legal heirs have till date sought any impleadment in the present proceedings;
- (v) No other person (including any other alleged licensees, tenants, sub-tenants, family members, or occupants) has any right, title, interest, or claim in respect of the subject premises and that there is no litigation, notice, or proceeding pending



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in relation to the subject premises, except the captioned Civil Revision Application.

10. Respondent Nos. 2(b) to 2(d) acknowledge that Lodha Developers Limited is the sole owner/landlord in respect of the subject premises.
11. Respondent Nos. 2(b) to 2(d) confirm that the statements made in Paragraph 9 above are true, correct and complete in all respects and that Respondents 2 (b) to 2(d) shall remain liable jointly and severally for any loss, damage, claim or liability suffered or incurred by Lodha Developers Limited on account of any such statement being untrue, incorrect or misleading. In the event any of the statements in Paragraph 9 is found to be untrue, Lodha Developers Limited shall be entitled to, without prejudice to any other remedies, seek restitution, refund of consideration paid, along with interest and damages from Respondent Nos. 2 (b) to 2(d).
12. The Respondent Nos. 2 (b) to 2 (d) agree and confirm that within 15 (fifteen) days of execution of the present consent terms, time being of the essence, the Respondent Nos. 2 (b) to 2(d) shall execute and register an Agreement for Surrender of Tenancy for surrendering their tenancy and occupancy rights, title and interest in the subject premises in favour of Lodha Developers Limited.
13. In full and final settlement of all right, title and interest of Respondent Nos. 2 (b) to 2(d), be it past, present or future, in respect of the subject premises, Lodha Developers Limited herein agrees to pay to the Respondent Nos. 2 (b) to 2 (d), a sum of Rs. 38,00,000/- (Rupees Thirty Eight Lakhs Only) which shall be paid simultaneously with or immediately upon the execution and registration of the Agreement for Surrender of Tenancy, in such manner as may be mutually agreed upon therein.
14. The consideration amounts are subject to any tax deduction at source or statutory deductions, if applicable, and Respondents 2(b) to 2(d) shall bear their own tax liabilities. The obligation of Lodha Developers Limited is limited to paying the agreed gross consideration less any such mandatory deductions.
15. If Respondents 2(b) to 2(d) fail to execute the Agreement for Surrender of Tenancy in the manner and within timelines agreed in Paragraph 12 above, Lodha Developers Limited may, at its sole discretion and without prejudice to any other remedies available to it in law, either (i) seek specific enforcement of the Consent Terms; or (ii) treat the



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settlement as terminated and proceed with the Civil Revision Application, without any liability to pay consideration. Respondents 2(b) to 2(d) agree, confirm and undertake that the agreed consideration set out above is in full and final settlement of all claims, demands and rights of Respondents 2(b) to 2(d) in respect of the subject premises and the tenancy / protected tenancy / deemed tenancy thereof, and they shall not claim any equity or right of re-entry against Lodha Developers Limited or its successors/assigns in respect thereof.

16. It is further agreed by and between the Parties that within 30 (thirty) days of execution and registration of the Agreement for Surrender of Tenancy (time being of the essence) and receipt of the consideration amount (as mentioned in Clause 13 herein) by Respondent Nos. 2 (b) to 2 (d), the Respondent Nos. 2 (b) to 2 (d) shall hand over quiet, vacant and peaceful possession of the subject premises free from all occupants, belongings, encumbrances and third-party rights to Lodha Developers Limited and pursuant thereto, the Respondent Nos. 2 (b) to 2 (d) shall have no claim, right, title or interest of whatsoever nature in respect of the subject premises. The Respondent Nos. 2(b) to 2(d) agree, confirm and undertake that all utilities (electricity, water, telephone, if any) shall either be disconnected or transferred as per the directions of Lodha Developers Limited, and all arrears up to the handover date shall be cleared by Respondents 2(b) to 2(d) at their cost, with receipts provided to Lodha Developers Limited.
17. Respondents 2(b) to 2(d) agree, confirm, covenant and undertake that from the date of the Consent Terms until handover of possession, they shall not create any third-party rights, encumbrance, licence, or tenancy in respect of the subject premises, and shall not allow any person to occupy the subject premises.
18. The Parties to the above captioned Civil Revision Application and the present Consent Terms, by entering into the present Consent Terms, give their unequivocal consent for disposal of the above captioned Civil Revision Application in terms of the present Consent Terms.
19. The Parties further agree and undertake to not initiate any further actions, proceedings or coercive steps of whatsoever nature against each other in relation to the subject premises save and except for non-compliance by either Party of the present consent terms. The Respondents 2(b) to 2(d) hereby waive any right to reinstatement or to any alternative premises or compensation in any future scheme or arrangement in respect of the Land /



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Structures, including redevelopment thereof, as their claims stand fully and finally settled under these Consent Terms.

20. The Respondent Nos. 2 (b) to 2 (d) agree and confirm that they have, at all material times, been in possession of the subject premises and that in case of any future claims by any other legal heirs of Respondent Nos. 1, 2 and 2(a) or any other person, the same shall be settled by the Respondent Nos. 2 (b) to 2 (d) at their own cost. The Respondent Nos. 2 (b) to 2 (d) hereby agree to indemnify and keep Lodha Developers Limited indemnified and held harmless against any such future claims from any other legal heirs of Respondent Nos. 1, 2 and 2(a) claiming any right, title or interest in the subject premises. These indemnities of/by/from Respondent Nos. 2(b) to 2(d) operate on a joint and several basis and shall survive handing over of possession and termination / disposal of the captioned Civil Revision Application.
21. The Parties irrevocably and expressly declare, confirm and record that these Consent Terms are irrevocable and legally binding upon them individually as also on their respective legal heirs, representatives, successors and assigns. In case of non-compliance or non-performance of the terms of the Consent Terms by any of the parties herein, the same shall be considered as a breach of the Consent Terms and the aggrieved party shall be entitled to take the appropriate recourse as per law.
22. The Parties confirm that they are executing the present Consent Terms by mutual consent, of their own free will and desire and without any manner of force, fraud, threat, undue influence and/or coercion from anyone, after obtaining legal advice and after fully understanding the implications and consequences of the present Consent Terms.
23. The Parties agree and confirm that nothing contained in the present consent terms shall be deemed to be construed as admission of any right, liability, shortcoming or wrongdoing on part of any of the parties.



24. The Parties agree and undertake to extend their full co-operation and to do all necessary acts, matters, deeds and things with respect to the due performance and enforcement of the present Consent Terms. The Respondent Nos. 2 (b) to 2 (d) agree and undertake to execute and admit execution for registration of any deeds, documents in furtherance of these consent terms and for this purpose the Respondents 2(b) to 2(d) shall attend the Court, Sub-Registrar offices, and such other authorities as may be reasonably required,



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and sign all necessary forms, affidavits and writings, at the reasonable request and cost of Lodha Developers Limited, for giving full effect to these Consent Terms.

25. Both parties agree that their respective obligations in the present consent terms shall be construed as undertakings given to this Court. The Parties agree and confirm that any non-compliance or non-performance of the present Terms shall entitle Lodha Developers Limited to execute the order/decreed passed in pursuance of these Terms and/or seek remedy for contempt of court, in addition to all other remedies and rights in law.
26. The captioned Civil Revision Application shall stand disposed of in terms of these Consent Terms.
27. Each party shall bear its own costs.

Place: Mumbai
Date: 27 April 2026

Authorized Signatory
Lodha Developers Limited
Applicant



Santosh Bhagoji Chavan
Respondent No. 2 (b)

Advocate Anisha Pinto
Advocate for the Applicant

Shrikant Bhagoji Chavan
Respondent No. 2 (c)

ORIG. PAN CARD / AADHAR CARD / DRIVING LICENCE
"OTERS ID No. 703975408154 SEEN & RETURNED

Santosh

ORIG. PAN CARD / AADHAR CARD / DRIVING LICENCE
"OTERS ID No. 764356177201 SEEN & RETURNED

Shrikant

Sameer Bhagoji Chavan
Respondent No. 2 (d)

ORIG. PAN CARD / AADHAR CARD / DRIVING LICENCE
"OTERS ID No. 20928660892 SEEN & RETURNED

Sameer

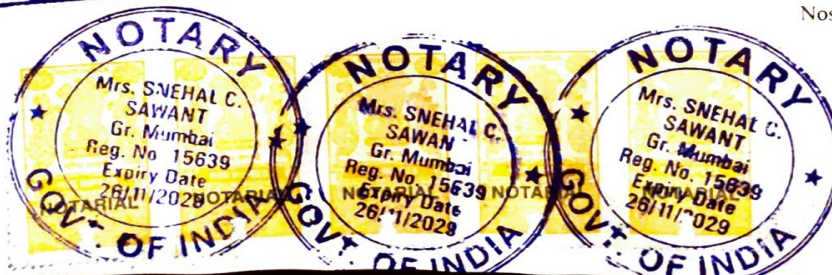


ORIG. PAN CARD / AADHAR CARD / DRIVING LICENCE
"OTERS ID No. 464216068073 SEEN & RETURNED

Athanas

Advocate J.M.D'Silva
Advocate for the Respondent

Nos. 2 (a) to 2 (d)



BEFORE ME

Mrs. SNEHAL C. SAWANT
B.Com., LL.B.
NOTARY GOVT. OF INDIA
Regd. No. 15639
101, Visaria Chambers, 1st Floor,
Jenmabhoomi, Fort, Mumbai - 1

6. The Civil Revision Application stand disposed of in terms of the Consent Terms dated 27.04.2026.

7. Let this matter to come up on board on 22.06.2026 under the caption "*For Compliance*".

(RAJESH S. PATIL, J.)