

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 319 OF 2026
WITH
INTERIM APPLICATION NO. 2346 OF 2026

Abdul Latif Mohammed Abbas Ansari

Appellant

.. (Org. Plaintiff)

Versus

Farzana Khalid Mirza & Ors.

Respondents

.. (Org. Defendants)

.....

- Mr. Jitendra B. Mishra a/w Mr. Ashutosh Mishra & Mr. Rupesh Dubey i/by Ms. Nilu Mishra, Advocates for Appellant
- Mr. Abdul Rab Shaikh, Advocate for Respondent Nos. 1 and 2
- Mr. Sanjeel Kadam a/w Ms. Soham Salvi i/by M/s. Kadam & Co., Advocates for Respondent No. 4,
- Mr. Darshil Thakkar a/w Ms. Sonam Mhatre i/by M/s. Dhaval Vussonji & Associates, Advocates for Respondent No. 5

.....

CORAM : MILIND N. JADHAV, J.

DATE : MARCH 30, 2026

P. C.:

1. Heard Mr. Mishra, learned Advocate for Appellant; Mr. Shaikh, learned Advocate for Respondent Nos. 1 and 2; Mr. Kadam, learned Advocate for Respondent No. 4 and Mr. Thakkar, learned Advocate for Respondent No. 5.

2. Parties have reconciled their dispute and filed Consent Terms dated 30.03.2026. Consent Terms are signed by Appellant, Respondent Nos. and 2 and their respective Advocates. Parties executing the Consent Terms are present before this Court and have

been duly identified by the respective learned Advocates. They confirm execution of the of the Consent Terms. Consent Terms are running into 4 pages. For the purpose of reference and convenience, Consent Terms are scanned and reproduced below:-

X *M. Jadhav* 30/3/2026. (1)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
APPEAL FROM ORDER NO. 319 OF 2026
IN
NOTICE OF MOTION NO. 5438 OF 2025
IN
L. C. Suit No: 2369 of 2025

Abdul Latif Mohammed Abbas Ansari
Aged 84 years, Occ. Nil,)
Resident of Room No.52, 2nd Floor,)
B.I.T. Chawl No.1, Opp Jhula Maidan)
Madhavrao Gangan Marg,)
Agripada, Mumbai – 400 011.) ... Appellant
(Orig. Plaintiff)

v/s.

1. Farzana Khalid Mirza,)
Aged 58 years, Occ. :)
Resident of Sami Compound,)
Room No.11, Pipe Road, Kurla (west))
Mumbai – 400 070.)

2. Rizwana Akhtar)
Aged about 60 years, Occ.:)
Resident of Sami Compound,)
Room No.11, Pipe Road, Kurla (west))
Mumbai – 400 070.)

Farzana *R. Mirza* 

(2)

3. The Municipal Corporation)
 of Greater Mumbai, through)
 Assistant Municipal Commissioner)
 E Ward, having office at 1st Floor)
 10, Sheikh Hafizuddin Marg,)
 Byculla, Mumbai – 400 008.)
4. M/s. Livingstone Infra)
 Private Limited, a Company duly)
 incorporated under Companies Act)
 Having it's office at 801, Arcadia,)
 NCPA Road, Nariman Point,)
 Mumbai – 400 021.)
5. M/s. Mahindra Lifespace)
 Developers Limited, a company duly)
 incorporated under the companies Act)
 having it's office Mahindra Towers,)
 5th Floor, Dr. G. M. Bhosale Marg,)
 Worli, Mumbai – 400 018.)
6. The Hon'ble Charirman / Sec.)
 Shivilakshmi Co-operative Housing)
 Society Limited, CTS No. 1863)
 E Division, Byculla, Agripada,)
 M. G. Road, Mumbai – 400 011.)

... Respondents.
 (Orig. Defendants.)

Farzana.

R. S.



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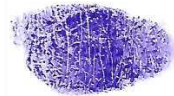
**CONSENT TERMS OF THE APPELLANT AND THE
RESPONDENTS NO.1 and 2.**

The Appellant and the respondents no.1 and 2 have mutually arrived at the Consent Terms and prays that the matter be disposed off in terms of the consent terms arrived amongst the Appellant and the respondents no.1 and 2 as under:

1. The Appellant and the respondent no.1 and 2 are the joint tenants in respect of the suit premises being and situate at Room No.52, 2nd Floor, B.I.T. Chawl No.1, Opp Jhula Maidan Madhavrao Gangan Marg, Agripada, Mumbai – 400 011.
2. The appellant being the son of the deceased tenant and the respondents no.1 and 2 being the maternal grand daughters of the deceased tenant consent to be declared as the joint tenants in respect of the suit premises. The Appellant is the joint tenant to the extent of 2/3rd share and the respondents no.1 and 2 are collectively the joint tenants to the extent of 1/3rd share in all the rights, liabilities and benefits of tenancy and the ongoing redevelopment project in respect of the tenanted suit premises being and situate at Room No.52, 2nd Floor, B.I.T. Chawl No.1, Opp Jhula Maidan Madhavrao Gangan Marg, Agripada, Mumbai – 400 011.

Jas gang.

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3. The Appellant and the respondents no.1 and 2 shall jointly co-operate with the ongoing development project undertaken by the respondents no. 3 to 5 and the co-operative housing society respondent no.6. The respondent no.3 to 6 shall consider the appellant and the respondents no.1 and 2 as the joint tenants in respect of the suit premises to the extent of their share of interest as mentioned in clause no.2 above.

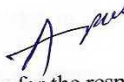
Dated this 30th day of March, 2026.


Advocate for the Appellant


LHT
Appellant,
Mr. Abdul Latif
Mohammad Abbas Ansari.


Advocate for the resp. no.1.
Adv. Abdul Rab Siddiqui
MAH/3725/2007


Respondent no.1.
Mrs. Farzana Khalid Mirza.


Advocate for the resp. no.2.
Adv. Abdul Rab Siddiqui
MAH/3725/2007


Respondent no.2.
Mrs. Rizwana Akhtar
Siddiqui.

3. All rights and obligations mentioned in the Consent Terms *qua* the respective parties are taken as undertaking given to the Court and parties shall abide by the same.

4. This Court appreciates the efforts put in by Mr. Mishra and Mr. Shaikh, both the learned Advocates in resolving the issue considering the fact that the present matter was contested with great hostility previously.

5. Parties have decided that Appellant / Plaintiff shall be entitled to 2/3rd share whereas Respondent Nos. 1 and 2 i.e. Defendant Nos. 1 and 2 shall be entitled to 1/3rd share in all rights, liabilities and benefits of the tenancy / entitlement and the ongoing redevelopment in the project in respect of Room No. 52, 2nd Floor, B.I.T. Chawl No. 1, Opp. Jhula Maidan, Madhavrao Gangan Marg, Agripada, Mumbai - 400 011.

6. Both the learned Advocates - Mr. Mishra and Mr. Shaikh persuades the Court to pass further directions so that there is no ambiguity as also the fact that private Respondents are not left at the mercy of the Developer. I agree with the submissions made by both the learned Advocates. I am informed by Mr. Mishra that possession of the suit room No. 12 has already been handed over to the Corporation Officer in the last week and the same has been vacated by the Plaintiff

altogether. Plaintiff has thereafter shifted to Neral. He would submit that water connection and electricity supply has been disconnected by the Corporation acting on the basis of Division Bench order and therefore the vacant possession of the suit flat has already been handed over to the Corporation.

7. Mr. Kadam and Mr. Thakkar, learned Advocates represents the Developers. They would submit that to their knowledge they are not aware whether possession of the suit flat is handed over. Be that as it may, both the learned Advocates are directed to take inspection and accordingly if there is any difficulty apprise the Court about the same. If the possession has been handed over to the Corporation, issue of redevelopment stands concluded in view of the Consent Terms.

8. In view of the above and adhering to the request made by Mr. Mishra and Mr. Shaikh, it would be appropriate if directions are passed by this Court to give the transit rent to the Plaintiff and Defendant Nos. 1 and 2 separately in view of the Consent Terms arrived at between them. Hence it is directed that Developers shall give cheque for transit rent in denomination of 2/3rd share to the Plaintiff and 1/3rd share to Defendant Nos. 1 & 2.

9. Notice dated 23.03.2026 is placed before me. This is a notice issued by Corporation. It states that transit rent of Rs. 30,000/- will be

paid in respect of room No. 52. Said notice states that Developer shall pay upfront transit rent for 18 months. In view of this, cheque for 18 months for Rs. 3,60,000/- shall be paid to the Plaintiff whereas cheque for Rs. 1,80,000/- shall be paid to Defendant Nos. 1 & 2 directly in the name of either or both to be deposited in their joint account. Thereafter from 19th month onwards upto the 42nd month, when redevelopment is to be completed whatever terms and conditions that would be applicable for payment with escalation of transit rent, the same shall also be paid in the same manner as directed herein above to the parties.

10. Needless to state that PAAA shall be executed forthwith by the Developer and the draft thereof will be shared by the Developer with both the parties forthwith. At the request made by learned Advocate for Developer, if the said draft is approved by the parties, Developer shall execute and register the said PAAA within a period of two weeks from the date of agreement and both parties shall be entitled to be aforementioned shares namely 2/3rd to Plaintiff and 1/3rd jointly to Defendant Nos. 1 and 2.

11. In view of the above, entire Suit proceedings would become infructuous before Trial Court and shall be withdrawn by the Plaintiff which is agreed.

12. Order in terms of the Consent Terms.
13. All contentions of parties are kept open.
14. Present Appeal from Order and Interim Application are disposed accordingly.
15. Liberty to apply.
16. Refund of Court fees, if any, as per rules.
17. All parties to act on a server copy of this order downloaded from Bombay High Court website.

Amberkar

[MILIND N. JADHAV, J.]

RAVINDRA
MOHAN
AMBERKAR

Digitally signed
by RAVINDRA
MOHAN
AMBERKAR
Date:
2026.03.30
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