

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 361 OF 2026
WITH
INTERIM APPLICATION NO. 2867 OF 2026

Husain Raza Yunus Ali Furniture Wala & Anr.

Appellants

.. (Org. Plaintiffs)

Versus

Asif Mohammed Raza & Anr.

Respondents

.. (Org. Defendants)

.....

- Mr. Diwakar Dwivedi, Advocate for Appellants
- Mr. Shubham Tripathi, Advocate for Respondents

.....

CORAM : MILIND N. JADHAV, J.

DATE : APRIL 16, 2026

P. C.:

1. Heard Mr. Dwivedi, learned Advocate for Appellants and Mr. Tripathi, learned Advocate for Respondents.

2. Parties have reconciled their dispute and filed Consent Terms dated 16.04.2026. Consent Terms are signed by Appellants, Respondents as also their respective Advocates. Parties executing the Consent Terms are present before this Court and have been identified by their respective Advocates. They confirm execution of the Consent Terms. Consent Terms are running into 4 pages. Considering the fact that matter was referred to mediation on 02.04.2026 and the parties have reconciled their *lis* and dispute, there can be no impediment in taking on record the Consent Terms. Consent Terms are taken on

record and marked "X" for identification. For the purpose of reference and convenience, Consent Terms are scanned and reproduced below:-

+ *MJ adhar* 16/4/2022

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
IN ITS APPELLATE CIVIL JURISIDCTION
INTERIM APPLICATION (L) NO. 10129 OF 2026
IN
A.O. (L) NO. 10128 OF 2026
IN
NOTICE OF MOTION NO. 985 OF 2026
IN
L. C. SUIT NO. 563 OF 2026

DISTRICT: MUMBAI

1) HUSAIN RAZA YUNUS ALI) ... Appellant
FURNITURE WALA & ANR.) (Orig. Plaintiffs)

Versus

1) ASIF MOHAMMED RAZA & ANR..) ... Respondent
(Orig. Defendants)

CONSENT TERMS

The Appellants and Respondents (collectively "the Parties") have arrived at an amicable settlement during the pendency of the present Appeal, following a successful mediation on 02.04.2026. The Parties now desire to dispose of the Appeal and the underlying Suit No. 563 of 2026 pending before the City Civil Court, Dindoshi, on the following terms:

1. The Appellants had filed Suit No. 563 of 2026 seeking a declaration and permanent injunction in respect of a commercial entitlement arising from the redevelopment of "Jamuna Apartments." Late Mr. Yunus Ali Shabbir Hussain Furniturewala was the original member of the society and owner of Shop No. 1 and a godown structure. Following his demise and the subsequent grant of Probate by the Hon'ble Bombay High Court, the Appellants became the majority successors-in-title.

①

2. Under the Permanent Alternate Accommodation Agreement (PAAA) with the developer, Mesacon Projects, a new commercial unit, Shop No. 01, admeasuring 2012 sq. ft. in the building "Mescon Harmony," was allotted. This allotment was based on the merger of original holdings, where the Appellants held an 87% undivided share and the Respondents held a 13% undivided share (approx. 262 sq. ft.).
3. The dispute arose when the Respondents, acting as Confirming Parties, allegedly threatened to alienate their undivided 13% share to third parties or the builder at a low price, which would have compromised the Appellants' majority possession and the integrity of the unit. Simultaneously, the parties held interests in Shops No. 41, 22 and 43 at Vishal Shopping Centre Commer Premises Co-op Society Ltd, Malad. To buy peace and resolve all family property disputes, the parties have now agreed to a "property swap" and mutual release of claims as detailed in the consent terms below.
4. Agreed and declared that the Appellants and the Respondents have entered into these Consent Terms voluntarily, without any undue influence or coercion, to amicably resolve the disputes pending in the present suit and to settle all outstanding claims regarding their joint ancestral and acquired properties.
5. Agreed and declared that the Appellants are releasing, waiving, and transferring all their respective rights, titles, and interests, including any possessory or inheritance rights, in respect of 100% share in Shop No. 41 (approx. 90 sq. ft.), 50% share in Shop No. 22 (approx. 162 sq. ft) and 100% share in Shop No. 43 (approx. 140 sq. ft.) situated on the Ground Floor of Vishal Shopping Centre Commer Premises Co-op Society Ltd, Malad (West), Mumbai – 400 064, in favor of the Respondents.
6. Agreed and declared that the Appellants further confirm that from the date of the decree passed in terms of these Consent Terms, they shall have no right, title, interest, or claim of any nature whatsoever in the said Malad properties, and the

2

Respondents shall be the absolute owners of the same, entitled to deal with them in any manner they deem fit.

7. In consideration of the above, the Respondents hereby agree and declare that they are releasing, waiving, and transferring their entire 13% undivided right, title, and interest (equivalent to approximately 262 sq. ft. of RERA carpet area) in the upcoming commercial unit, Shop No. 01, in the building known as "Mesacon Harmony," situated at Andheri (West), in favor of the Appellants.
8. The Respondents specifically declare and confirm that with the execution of these terms, the Appellants have become the 100% absolute and exclusive owners of the said Shop No. 01 in Mescon Harmony, and the Respondents shall henceforth have no right, title, or interest in the said premises or any portion thereof.
9. The Respondents hereby undertake and assure the Appellants that they have not created any prior charge, mortgage, lien, or third-party encumbrance of any kind on their 13% share in Mescon Harmony. The Respondents further undertake to indemnify and keep the Appellants harmless against any future claims or litigations that may arise from third parties regarding the said 13% share.
10. It is expressly agreed and declared by the Respondents that these Consent Terms shall be treated as a Release Deed for all legal purposes. The Respondents hereby grant their irrevocable consent to the Developer (Mesacon Projects) and the Jamuna Apartments CHS Ltd. to record the Appellants as the sole owners of Shop No. 01, admeasuring 2012 sq. ft. in the building "Mescon Harmony in all official records.
11. The Respondents hereby withdraw all their claims, if any, made before the Developer or any other authority regarding the "low-price sale" or independent alienation of the 262 sq. ft. area, and they confirm that they shall not interfere

③

with the Appellants' peaceful possession and business activities in Mescon Harmony.

12. The Parties pray that this Hon'ble Court be pleased to Set aside the Order dated 02.04.2026 passed by the City Civil Court, Dindoshi and Pass a decree in terms of these Consent Terms, thereby disposing of Appeal from Order No. ^{(U) 10128} of 2026 and S.C. Suit No. 563 of 2026. Both parties undertake to abide by the terms mentioned herein and acknowledge that any breach shall amount to contempt of Court.

APPELLANT NO. 1 *Husein*
(Husain Raza Y. A. Furniture Wala)

APPELLANT NO. 2 *Iqbal Raza*
(Iqbal Raza Y. A. Furniturewala)

[Signature]
Advocate for Appellants

x *Asif Raza*
RESPONDENT NO. 1
(Asif Mohammed Raza)

x *Fizza Zehra*
RESPONDENT NO. 2
(Fiza Zehra Furniturewala)

[Signature]
Advocate for Respondents

(4)

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. Appeal from Order is allowed and disposed of in terms of the Consent Terms. Interim Application is also accordingly disposed. L.C. Suit No. 563/2026 is disposed in terms of the Consent Terms. Notice of Motion No. 985 of 2026 is also disposed.
5. Order is passed in L.C. Suit No. 563/2026 while disposing of the Suit in terms of the Consent Terms. Learned Trial Court shall accordingly pass appropriate order on the basis of this order.
6. Liberty to apply.
7. All parties to act on a server copy of this order downloaded from Bombay High Court website including Trial Court.

[MILIND N. JADHAV, J.]

Amberkar

Digitally signed
by RAVINDRA
MOHAN
AMBERKAR
Date:
2026.04.16
15:15:29
+0530