

Ajay

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**APPEAL FROM ORDER NO. 107 OF 2026
WITH
INTERIM APPLICATION NO. 632 OF 2026
IN
APPEAL FROM ORDER NO. 107 OF 2026**

M/s. Venus Housing Enterprise and Anr.

Appellants /
Orig. Defendant
.. Nos.2 and 3

Versus

Bhalchandra Sadanand Keni and Ors.

.. Respondents

.....

- Mr. Kunal Bhanage a/w. Mr. Akshay Pawar, Danish Qureshi, Advocates i/by Mahimtura & co. for Appellants.
- Mr. Kishor Patil a/w. Mr. Abhishek Matkar, Mr. Sanket Dorugade, Ms. Akshada Nargale and Mr. Anish Kikle, Advocates for Respondent Nos.1 to 3.
- Mr. Satyajeet P. Dighe, Advocate for Respondent No.4 – MHADA.
- Mr. Sachidanand Digambar Tandel a/w. Manjivi D. Tandel and Mr. Shankar Chavan, Advocate for Respondent No.5.

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CORAM : MILIND N. JADHAV, J.

DATE : MARCH 05, 2026.

P.C.:

1. Heard Mr. Bhanage, learned Advocate for Appellants; Mr. Patil, learned Advocate for Respondent Nos.1 to 3; Mr. Dighe, learned Advocate for Respondent No.4 – MHADA and Mr. Tandel, learned Advocate for Respondent No.5.

2. Present Appeal From Order impugns and assails the order dated 19.12.2025 passed in Notice of Motion No.1225 of 2021 by the

learned Trial Court. Suit is filed in the year 2019 by Respondent Nos.1 to 3 as original Plaintiffs therein.

3. *Prima facie* it is seen that there is a dispute, rather there was a dispute but pursuant to passing of the order dated 19.01.2026, parties are duly represented before me by Advocates. The directions contained in the order dated 19.01.2026 have also been complied with by the parties.

4. Original Plaintiffs namely Respondent Nos.1 to 3 are duly represented by Mr. Patil. Respondent No.4 is MHADA represented by Mr. Dighe. Respondent No.5 is original Defendant No.4 before the Trial Court whereas Respondent No.6 is the sibling of Respondent Nos.1 to 3 and 5. Thus there are five siblings. Original Defendant Nos.2 and 3 are the Developers. They are duly represented by Mr. Bhanage before me.

5. As stated in the order dated 19.01.2026, all siblings were entitled to five flats. Original Defendant No.5 – Prakash Sadanand Keni already took possession of one out of the five flats from the Developer long back and settled his *lis* with the Developer. In so far as Defendant No.4 is concerned, she did not take possession of the flat. In the present proceedings, pursuant to the order dated 19.01.2026 Defendant No.4 expressed her desire to choose the flat of her choice despite she having claimed a particular flat. That request was granted.

Without prejudice to the rights and contentions of all parties and with consent Mr. Patil's clients who are the siblings of Defendant No.4, she was given the right to choose and she has chosen Flat No.201 for herself. Mr. Patil's clients who are original Plaintiffs and brothers of Defendant No.4 have agreed to allow Defendant No.4 to take Flat No.201 from the Developer. That apart, Developer is also ready and willing to hand over the remaining 3 flats to Mr. Patil's clients namely Respondent Nos.1 to 3.

6. In view of the above, there are two issues to be decided by the Court one is the *lis* between the Developer and Mr. Patil's clients which both the learned Advocates have informed me that they have resolved the same amicably. The resolution to that effect is by virtue of Consent Minutes of Order which is placed before me dated 27.02.2026. The same is taken on record and marked 'X' for identification. The Consent Minutes of Order are signed by Appellant Nos.1 and 2 and proprietor of Appellants; Respondent Nos.1 to 3 and their Advocate. In view of Consent Minutes of Order which are signed, Plaintiffs have agreed to withdraw the pending Suit proceedings. For ease of convenience, the Minutes of Order is reproduced below for reference of all parties:-

(X) 10/12/2025 5/3/2026. (1)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
APPEAL FROM ORDER NO. 107 OF 2026
IN
NOTICE OF MOTION NO. 1225 OF 2021
IN
SUIT NO. 2679 OF 2019

Dist: Mumbai

M/s. Venus Housing Enterprise
& Another

...Appellants

Versus

Bhalchandra Sadanand Keni
& Others

...Respondents

**Consent Minutes of Order
as between Appellants and Respondent Nos. 1 to 3**

1. The above referred Appeal from Order challenging the Judgment and Order dated 19th December 2025 passed in Notice of Motion No. 1225 of 2021 in Suit No. 2679 of 2019 is being disposed off in terms of the arrangement set out hereunder.
2. It is agreed and recorded that B.C.C.C. Suit No. 2679 of 2019 (the "**said Suit**"), along with all Notices of Motion and/or other interim applications, shall stand withdrawn / disposed of unconditionally. The Org. Plaintiffs therein (Respondent Nos. 1 to 3) shall not hereafter raise, assert, or pursue any claim of whatsoever nature against the

(2)

Appellant (Org. Defendant Nos. 2 and 3) – i.e. Developers, whether under the Development Agreement dated 24th June 2008 or in respect of the alleged entitlement to a rehabilitation flat as claimed in the said Suit.

3. By Consent of the parties i.e. the Appellants herein (Org. Defendants No. 2 & 3) and Respondent Nos. 1 to 3 (Org. Plaintiffs in the said Suit), the impugned order dated 19th December 2025 passed in Notice of Motion No. 1225 of 2021 in the said suit is quashed and set aside.

4. Respondent Nos. 1 to 3 (Org. Plaintiffs) are ready and willing to accept the possession and allotment of flats as stipulated in the Development Agreement dated 24th June 2008 in the following manner :-



- (i) Flat Nos. 101, 102 and 202 to be permanently jointly allotted to Bhalchandra S. Keni, Kishore S. Keni and Sharad S. Keni (Org. Plaintiffs);
- (ii) Flat No. 203 to be permanently allotted to Prakash S. Keni (Org. Defendant No. 6).



5. Respondent Nos. 1 to 3 (Original Plaintiffs) hereby confirm and acknowledge that they have, on this day, received from the Appellants (Org. Defendant Nos. 2 and 3) quiet, vacant and peaceful possession of Flat Nos. 101, 102 and 202 of Wing 'B' Annapurna Building constructed on land bearing Final Plot No. 872 of TPS IV, Mahim Area, in full satisfaction of their respective claims in respect thereof.

(3)

6. Respondent No. 5 – Mrs. Darshana B. Keni (Original Defendant No. 4) has not consented to the arrangement as recorded in this Order. It is, however, agreed and recorded as between the Appellants (Org. Defendant Nos. 2 and 3) on the one hand and Respondent Nos. 1 to 3 (Original Plaintiffs) and Respondent No. 6 (Original Defendant No. 5) on the other hand that Flat No. 201 shall stand allotted to Respondent No. 5 (Original Defendant No. 4) (as prayed by her in the counter-claim below Exhibit-8 preferred by her in the said suit).
7. Respondent Nos. 1 to 3 (Original Plaintiffs) hereby agree, declare and confirm that they shall extend full and necessary cooperation to the Appellants for the execution and registration of the requisite Ownership Agreements, together with all ancillary and incidental documents, in respect of the aforesaid flats. The Appellants, in turn, undertake to execute and cause registration of the said documents in accordance with law within a period of two (2) weeks from today.
8. Respondent Nos. 1 to 3 (Original Plaintiffs) hereby undertake to this Hon'ble Court that they shall, from the date of taking over possession/ date of occupation of their respective flats, pay all maintenance charges payable to the Society, together with all municipal taxes and other outgoings, by whatsoever name called, and shall continue to pay the same regularly as and when they fall due. The

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(4)

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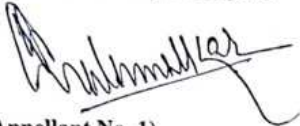
Appellants agree and undertake to clear all such taxes and dues in respect of the said Flat Nos. 101, 102 and 201 for the period prior to handing over possession thereof to Respondent Nos. 1 to 3.

9. Respondent Nos. 1 to 3 (Original Plaintiffs) hereby expressly declare and confirm that they shall not hereafter raise, assert, or pursue any further claim of whatsoever nature against the Appellants herein, whether arising out of the subject matter of the Suit, the Development Agreement, or otherwise.
10. In view of the aforesaid arrangement, B.C.C.C. Suit No. 2679 of 2019 shall stand unconditionally withdrawn and the present Appeal from Order No. 107 of 2026 shall stand disposed of as between the Appellants and Respondent Nos. 1 to 3 (Original Plaintiffs). The Counter Claim below Exhibit - 8 in Suit No. 2679 of 2019 filed by Respondent No. 5 (Original Defendant No. 4) shall, however, be adjudicated on its own merits, but restricted only to prayer clause (b) therein, inasmuch as prayer clause (a) seeking allotment of a flat no. 202 to the said Respondent stands satisfied and provided for under the present Minutes of Order.

Dated this 27th day of February 2026

(5)

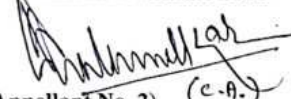
For Venus Housing Enterprise


(Appellant No. 1)

For Mahimtura & Company


Proprietor
Advocate for the Appellants

Madhusudan Damodar Shah


(Appellant No. 2) (c.A.)

(1) Bhalchandra Sadanand Keni


(Respondent No. 1)

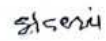
Mr. Abhishek Matar


27/2/2026
(Advocate for Respondent
Nos. 1 to 3)

(2) Kishore Sadanand Keni
K.S. Keni

(Respondent No. 2)

(3) Sharad Sadanand Keni


(Respondent No. 3)

7. The rights and obligations stated in the Consent Minutes of Order are taken as undertaking given to this Court. Parties are directed to abide by the same.

8. In view of the above, Mr. Tandel who represents and espouses the cause of original Defendant No.4 who is one of the sister who has agreed to take Flat No.201 from the Developer would make two further submissions for consideration of the Court. He would submit that since originally the Developer has refused to give the flat to each of the sibling and now that the Developer is ready and willing to give the said Flat No.201 to Defendant No.4 unconditionally, the request made by Mr. Tandel be considered. Infact, Developer has already shown Flat No.201 to Defendant No.4 after which the said flat was agreed to be taken by Defendant No.4.

9. Next Mr. Tandel would submit that in the year 2008 when the original land which belonged to the father of Plaintiffs and Defendant Nos.4 and 5 was given for development it was agreed by Developer that he will give one flat to each of the siblings and would also give an amount of Rs.40 lakhs to them. He would submit that these are the instructions which are received by him from Defendant No.4 who is also present in Court. He would submit that no amount has been received from the Developer. It is seen that in the Suit which has been filed by Plaintiffs represented by Mr. Patil, Defendant No.4 has filed Counter Claim for this very reason also.

10. Needless to state that once the Suit is now withdrawn by Plaintiffs virtue of the Consent Minutes of Order which are filed by Mr.

Bhanage's and Mr. Patil's clients, the said Counter Claim of Defendant No.4 will have to be treated as an independent Suit Plaintiff and the same will have to be renumbered in accordance with law by the concerned Trial Court.

11. In view of the present order and the agreement by Defendant No.4 that she will take Flat No.201, the first relief prayed by Defendant No.1 in her Counter Claim that Defendant No.4 will be entitled to Flat No.202 now stands rejected by this Court. Needless to state that the second relief in the Counter Claim in respect to entitlement of any amount from the Developer or from her siblings shall remain as it is with leave and liberty to Defendant No.4 to pursue the Counter Claim as an independent Suit proceeding in accordance with law.

12. The Trial Court shall take adherence of this order and accordingly renumber the Counter Claim as an independent Suit and proceed with the same in accordance with law.

13. Needless to state that as provided in the Consent Minutes of Order which are filed by Plaintiffs and Developer, the same directions shall also apply so far as allotting Flat No.201 to Defendant No.4 is concerned. Same directions and timeline for executing the Agreement shall also apply to Defendant No.4.

14. Infact, Developers represented by Mr. Bhanage has informed the Court that the keys to the respective flats have been brought to the

Court and in the presence of the Court the keys to Flat No.201 are handed over to Defendant No.4 who is present in Court through Mr. Tandel whereas the keys to the other three flats are handed over to Mr. Patil, Advocate for Plaintiffs which are handed over to them before me.

15. Keeping all contentions of Defendant No.4 expressly open in accordance with law, in view of the above, Appeal From Order is disposed.

16. In view of disposal of Appeal From Order, pending Interim Application No.632 of 2026 is accordingly disposed.

[MILIND N. JADHAV, J.]

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