

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 3175 OF 2025

Pantan Infra Pvt. Ltd.
Thr. Director Manmohan TandonPetitioner

Versus

The State of Maharashtra
Thr. Rera Appellate Tribunal & Ors.Respondents

Mr. Saurish Shetty a/w Mr. Mrityunjay Barai, Advocate for the
Petitioner.

Mr. Himanshu Patil a/w Ms. Pooja Sursure i/by Mr. Akshay
Kulkarni, Advocate for Respondent No.2

Mr. Mohan Tandon, Director of Petitioner/Developer, is present.

CORAM : RAVINDRA V. GHUGE
&
ABHAY J. MANTRI, JJ.

DATE : 21st JANUARY, 2026

P.C. :-

1. After a hearing in this Petition for quite some time and in view of the discussion between the Petitioner and Respondent No.2, both present in the Court hall, Consent Terms/Minutes have been arrived at (4 Pages). These terms are signed by the Director of the Petitioner/Developer, who is present in the Court and Respondent No.2 himself and both are identified by the learned Advocates. The said Consent Terms/Minutes are marked as 'X' for identification and are scanned and pasted in this order.

2. As such, the said Consent Terms/Minutes have become a part of this order, as under :-

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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
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WRIT PETITION NO. 3175 OF 2025**

**Coram : Ravindra V. Ghuge &
Abhay J. Mantri, JJ**
Date :- / /2026

DISTRICT: MUMBAI

1. Pantan Infra Pvt. Ltd.

...Petitioner

Versus

1. State of Maharashtra & Ors.

...Respondents

CONSENT TERMS/ MINUTES

It is respectfully submitted that on 21.01.2026 during the hearing in above-captioned matter, both the parties showed willingness to enter into an amicable settlement and to put an end to the ongoing litigation between the Petitioner-Developer and Respondent No. 2-Flat Purchase. Accordingly, the following **Consent Terms/ Minutes** are drawn between the parties;

1. It is agreed between the parties that, **Petitioner-Pantan Infra Pt. Ltd. shall pay the total amount of Rs. 55,00,000/- (Rupees Fifty-Five Lakhs Rupees Only) to the Respondent No. 2- Ganesh Tiwari within the period of 3 months from the execution of present Consent Terms/ Minutes** and as per the schedule and installments set out as follows;

Sr, No.	Date	Amount	Mode of payment
1.	21.02.2026	20,00,000/-	Demand Draft
2.	21.03.2026	20,00,000/-	Demand Draft/ Bank Transfer
3.	21.04.2026	15,00,000/-	Demand Draft/ Bank Transfer
		Total- 55,00,000/-	

2. Its is agreed between the parties that, on 21.04.2026, after receiving the full amount of Rs. 55,00,000/-, both the Parties shall execute the Cancellation Deed of the Flat No. 1104, 11th Floor, Wing E building, No. 16, Sector 2 HDIL, Chikhal Dongri, Virar (W), Taluka- Vasai, Palghar- 401 301., and the expenses of the said cancellation deed shall be borne by the Petitioner-Developer.

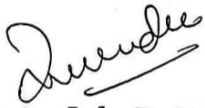
3. It is agreed and stated in unequivocal by both parties that, after receiving of full amount of Rs. 55,00,000/- and after execution of above stated cancellation deed, both the parties shall not pursue any litigation against each other regarding the same subject matter. Both the parties undertake that after final execution

of the consent & terms / minutes both the parties shall withdraw all the proceedings filed against in regards of the said subject matter including the execution petition preferred by the Respondent- purchaser, appeal preferred by the Petitioner- Developer before Ld. RERA Appellate authority and present writ petition

4. It is agreed between both the parties that **after receiving of full amount of Rs. 55,00,000/- and after execution of above stated Cancellation Deed, Respondent- flat purchaser shall not have any right, claim and interest of whatsoever nature in the Flat No. 1104, 11th Floor, Wing E building, No. 16, Sector 2 HDIL, Chikhal Dongri, Virar (W), Taluka- Vasai, Palghar- 401 301.**
5. Both the parties state that, they are entering into present Consent Term / Minutes out of their free will and in full consciousness. Present Consent Terms/ Minutes are executed without any fear, undue influence and coercion. Therefore, the responsibility of honoring the present Consent Terms/ Minutes lies solely on the shoulders of respective parties only.

6. It is needless to state that, the failure to adhere any of the terms of present Consent Terms / Minutes on the part of any of the parties, shall render the Consent Terms/ Minutes as infructuous and the parties will be at liberty to avail appropriate legal remedies as per law.

Dated 21st January of 2026 at Mumbai.


Pantan Infra Pt. Ltd.
(Petitioner) Director
Mannuohan Kundan


Advocate for Petitioner


Ganesh Tiwari
(Respondent No. 2)


Himanshu J. Potl
Advocate Respondent No. 2

3. The learned Advocates for the respective sides, as well as the concerned parties to the Consent Terms/Minutes, submit that they would never resile from the terms agreed upon. The schedule for making payment by the Petitioner to Respondent No.2 is also set out and which would be honoured.

4. For the sake of brevity, we would be listing the present Petition, which is being disposed off, on the dates mentioned for making the payments so as to record the progress being made and the stages being complied.

5. Therefore, **this Writ Petition is disposed off.**

6. Registry to list this Petition on 23rd February, 2026 (Monday), for recording the compliance of the payment of the first installment. Thereafter, the matter would be listed on 23rd March, 2026 (Monday), for recording the compliance of the payment of the second installment and on 21st April, 2026 (Tuesday), for recording the compliance of the payment of the third installment. We record at this stage that after such payments are made, the Cancellation Deed would be recorded on 21st April, 2026 in this disposed off Petition.

Thereafter, until 30th April 2026, the parties would withdraw all cases pending against each other and the Forum/Authority, before whom such proceedings are pending, would dispose off all such matters in the light of the Consent Terms/Minutes. Until 21st April, 2026, the said matters would be adjourned.

(ABHAY J. MANTRI, J.)

(RAVINDRA V. GHUGE, J.)