

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

SUIT NO. 26 OF 2026
WITH
INTERIM APPLICATION (L) NO. 1903 OF 2026

Goola Mansion Co-operative Housing Society
Ltd & Anr. .. Plaintiffs

Versus

Dr. Nitin Madhukar Narvekar & Ors. .. Defendants

-
- Mr. Kevin Pereira i/by Mr. Viraj Jadhav, Advocates for Plaintiffs
 - Mr. Prateek Pansare a/w Ms. Divya Tyagi & Mr. Akshay Arora,
Advocates for Defendant No. 1
-

CORAM : MILIND N. JADHAV, J.

DATE : APRIL 2, 2026

P. C.:

1. Heard Mr. Pereira, learned Advocate for Plaintiffs and Mr. Pansare, learned Advocate for Defendant No. 1.

2. At the outset, Mr. Pereira persuades the Court to permit the Plaintiffs to amend the Suit plaint to implead Municipal Corporation of Greater Mumbai and Chief Fire Officer (CFO) as Defendant Nos. 5 and 6 in the present Suit. Amendment to that effect is permitted to be carried out forthwith in presence of the Court. Amendment is also permitted to be carried out online. Reverification stands dispensed

with. Accordingly amendment is endorsed by the Court itself and Advocate for Plaintiffs.

3. Dispute in the Suit between the Plaintiffs and Defendant No. 1 has been settled. Plaintiffs and Defendant No. 1 have entered into Consent Terms dated 01.04.2026. Consent Terms are signed by the Secretary of Plaintiff No. 1 - Society, the authorized partner of Plaintiff No. 2 LLP and by Defendant No. 1. The same have also been signed by the Advocates for the Plaintiffs and Defendant No. 1 respectively. Parties executing the Consent Terms are present before this Court and have been identified by the respectively learned Advocates. They confirm execution of the Consent Terms. Consent Terms are running into 6 pages. For the purpose of reference and convenience, Consent Terms are scanned and reproduced below:-



CORAM : MILIND N JADHAV, J.

Date : 2-4-2026



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 26 OF 2026

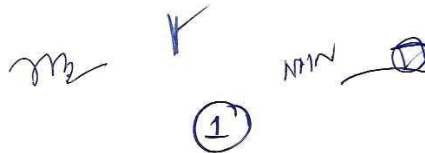
1. Goola Mansion Co-operative Housing Society Limited
 2. Tiara Signature Homes LLP
- ...Plaintiffs

Versus

1. Dr. Nitin Madhukar Narvekar
 2. Mumbai Building Repairs and Reconstruction Board (MBRRB)
 3. Executive Engineer, FN Division, MBRRB
 4. Maharashtra Housing and Area Development Authority
- ...Defendants

CONSENT TERMS

1. The captioned Suit being Suit No. 26 of 2026 ("**present Suit**") has been filed by the Plaintiffs against Defendant No.1 *inter alia* seeking injunction, declaration and damages for causing delay in respect of redevelopment of the suit property being Goola Mansion Co-operative Housing Society Limited, situated at C.S. No. 702/10, Plot No. 603, Jume Jamshed Road, Matunga East, Mumbai ("**Suit property**") and issues arising out of the occupation of Defendant No. 1. who has been operating a maternity nursing home from the 2nd Floor of the Suit property ("**Suit premises**").
2. During the pendency of the present Suit, this Hon'ble Court on 11 March 2026 referred the Plaintiffs and Defendant No. 1 (hereinafter, referred to as "**the parties**") to mediation, and pursuant to discussions held before the learned Mediator, Mr. Karl Tamboly, the parties have amicably resolved all their disputes. The parties are therefore desirous of placing on record the present Consent Terms.
3. Defendant No. 1 confirms that he is in occupation of 2nd Floor premises admeasuring 1450 sq. ft. (carpet area) in the Suit property, wherein he has been operating his maternity nursing home.



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4. Plaintiff No. 2 agrees and undertakes to pay to Defendant No. 1 displacement rent at the rate of Rs. 200/- per sq. ft. per month on the existing carpet area of 1450 sq. ft. aggregating to Rs. 2,90,000/- (Rupees Two Lakhs Ninety Thousand only) for the first period of 24 months from the date of handing over possession, with an escalation of 10% thereafter for the remaining period till permanent alternate accommodation is handed over.
5. Plaintiff No. 2 agrees and undertakes to pay to Defendant No. 1, 12 months Post dated cheques towards advance rent (as mentioned in clause 4 herein above) and Rs. 2,90,000/- (Rupees Two Lakhs Ninety Thousand only) towards brokerage charges simultaneously at the time of handing over vacant and peaceful possession of the premises occupied by Defendant No. 1. and on execution of Permanent Alteration Accommodation Agreement.
6. Plaintiff No. 2 agrees and undertakes to pay to Defendant No. 1 a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) on execution and registration of Permanent Alteration Accommodation Agreement.
7. Plaintiff No. 2 agrees and undertakes to pay to Defendant No. 1 corpus fund at the rate of Rs. 1,300/- per sq. ft. on the existing area of 1450 sq. ft., aggregating to Rs. 18,85,000/- (Rupees Eighteen Lakhs Eighty-Five Thousand only) at the time of handing over possession of the permanent alternate accommodation in the redeveloped building, and simultaneously with such handing over of possession.
8. Plaintiff No.2 further agrees and undertakes to pay to Defendant No. 1 a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) towards Shifting charges, prior to or simultaneously with handing over of vacant and peaceful possession by Defendant No. 1 and execution of Permanent Alteration Accommodation Agreement.
9. The Plaintiffs confirm that upon redevelopment, Defendant No. 1 shall be entitled to permanent alternate accommodation in the redeveloped building, in accordance with applicable laws and regulations, and as per sanctioned plans.

   
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10. It is agreed that the front entrance to the premises shall be as proposed in the sanctioned plans, and the existing/original entrance shall be retained and utilized as a fire exit, in compliance with applicable fire safety norms. It is further agreed that the proposed front entrance shall be incorporated in the plans as and when the next amendment of the plans is submitted by Plaintiff No. 2 to the MCGM.
11. Plaintiff No. 2 agrees and undertakes to carry out necessary amendments to the sanctioned plans to give effect to the agreed configuration of the entrance and fire exit as recorded herein, and to make appropriate applications to the concerned authorities, including the Municipal Corporation and Fire Authorities, for obtaining such approvals as may be required. It is further agreed that the aforesaid necessary amendments to the sanctioned plans will be incorporated in the next amendment of the plans submitted by Plaintiff No. 2 to the MCGM.
12. The Plaintiffs agree and undertake to provide a total of four (4) parking spaces, out of which two (2) shall be earmarked for Defendant No. 1 and two (2) shall be designated as visitor parking for non-residential premises.
13. The parties agree that the Municipal Corporation and Fire Authorities shall file an Affidavit before this Hon'ble Court confirming that the sanctioned plans are in accordance with recertification requirements and comply with all applicable laws for running a maternity nursing home.
14. It is agreed that Defendant No. 1 shall hand over vacant and peaceful possession of the Suit premises to the Plaintiffs within a period of 15 (fifteen) days from the date of the Order passed in terms of these Consent Terms, subject to Plaintiff No. 2 simultaneously complying with its payment obligations under clauses 5 and 8 herein. It is further agreed and clarified that the aforesaid obligation of Defendant No. 1 to handover vacant and peaceful possession shall be absolute, unconditional and not dependent upon, nor subject to, the filing of any Affidavit or compliance by the MCGM and the same shall remain unaffected thereby.
15. It is agreed that Defendant No. 1 shall be entitled, upon being allotted permanent alternate accommodation, to carry out internal modifications and install necessary equipment for running the nursing home, including but not limited to






(3)

installation of a stretcher lift, as and when required, provided that such modifications are carried out after obtaining necessary approvals by Defendant No. 1 at his own cost and do not affect the floor space index (FSI) or structural stability of the building and are in compliance with applicable laws. The Plaintiffs shall not object to the same, subject to such compliance.

16. The Plaintiffs agree to provide and display, at a prominent location outside the redeveloping property, a board indicating the temporary address of Defendant No. 1's nursing home, until such time as the permanent premises are handed over.
17. It is agreed that the parties will execute the Permanent Alternate Accommodation Agreement prior to or simultaneously with handing over of vacant and peaceful possession by Defendant No. 1 *inter alia* including the terms agreed upon by the parties in the Consent Terms herein.
18. Save and except what is recorded herein, all other claims and contentions of the parties stand fully and finally settled. The parties shall not raise any further disputes in respect of the subject matter of the present Suit.
19. The parties jointly pray that this Hon'ble Court be pleased to dispose of the present Suit in terms of these Consent Terms.
20. The parties undertake to this Hon'ble Court to abide by these Consent Terms.
21. These Consent Terms are arrived at voluntarily, without any coercion, and in full and final settlement of all disputes between the parties in the present Suit.

DATED THIS 1ST DAY OF APRIL 2026







For GOOLA MANSION CHS. LTD.

P. Rajagopal
Secretary



**Goola Mansion Co-operative Housing
Society Limited**
(Through authorised representative
Mr. Pradeep Rajagopal)
Plaintiff No.1

Dadhaw
Advocate for Plaintiff No. 1

For TIARA SIGNATURE HOMES LLP

Narendra V. Furia
Partner
Tiara Signature Homes LLP
(Through authorised representative
Narendra V. Furia)
Plaintiff No. 2



Dadhaw
Advocate for Plaintiff No. 2

Nitin Madhukar Narvekar
Dr. Nitin Madhukar Narvekar
Defendant No. 1

Nitin Madhukar Narvekar
Advocate for Defendant No. 1

(S)

Goola Mansion Co-operative Housing Society Limited

[Regd. No. BOM/HSG/4824 of 30-04-1976]

603, Jame Jamshed Road, Matunga, Mumbai – 400019.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY ALL THE MANAGING COMMITTEE MEMBERS IN MEETING HELD ON 12.01.2025 AT 7:00 P. M. AT THE OFFICE OF THE GOOLA MANSION CO-OPERATIVE HOUSING SOCIETY LIMITED GOOLA MANSION, JAME JAMSHED ROAD, MATUNGA, MUMBAI – 400 019.

“RESOLVED THAT” the consent of the all the Managing Committee be and are hereby accorded to authorize MR. PRADEEP RAJAGOPAL, Secretary of Goola Mansion Co-operative Housing Society Limited, to the following:

- 1) to sign, declare, verify and affirm on behalf of the Goola Mansion Co-operative Housing Society Limited Plaint(s), Suit(s), Petition(s), Appeal(s), Written Statement(s), Notice of Motion(s), Affidavit in Reply/Replies, Affidavit in Rejoinder(s), Application(s), Affidavit(s), Vakalatnama(s) and including any amendment(s)/modification(s) therein from time to time, to be filed in the High Court of Judicature at Bombay, City Civil Court at Bombay,
- 2) to appear and represent us and act on our behalf in all Courts, Civil, Criminal, Original or Appellate, before all Magistrates and Judges or Judicial Authorities and to take all necessary steps to protect our interest with respect to such matters, and
- 3) to do all such acts, deeds and things on behalf of the Firm.

Certified true copy,

For Goola Mansion Co-operative
Housing Society Ltd.

1) [Parvez Wadia]
Chairman

2) [Bhooma Varadrajan]
Treasurer



I accept the above

[Pradeep Rajagopal]
Secretary of the Society

Dadhaw

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4. As stated above, this Court has permitted the Plaintiffs to join the MCGM and its Chief Fire Officer (CFO) as Defendant Nos. 5 and 6 respectively to the present suit. Plaintiff No. 2 has obtained Intimation of Disapproval (IOD) from Defendant No. 5 MCGM under File No. P-25315/2025(702/10)/F/North/MATUNGA/337/1/Amend. Plaintiff No. 2 has got plans for redevelopment approved by Defendant No. 5 MCGM. Defendant No. 6 CFO has issued NOC in respect of the plans so proposed forming part of the aforesaid File Number. Defendant No. 1 is entitled to the Nursing Home shown between the ground and first floor of the proposed new building. Defendant Nos. 5 and 6 shall file an affidavit within two weeks before this Court giving the following details:-

- (i) Whether the plans pertaining to the Nursing Home on the ground and first floor of the proposed new building as sanctioned sufficiently meet the requisite fire safety requirements which are required to be in place for Defendant No. 1 to get a license from the MCGM to operate the Nursing Home after the Occupation Certificate is received in respect of the same;
- (ii) Whether the plans pertaining to the Nursing Home on the ground and first floor of the proposed new building as sanctioned sufficiently meet any other requirement of any

other department of the MCGM to enable Defendant No. 1 to get the license from MCGM to operate the Nursing Home after the occupation certificate is received in respect of the same.

- (iii) If there is anything required by any department of MCGM including but not limited to the Fire Department, for the purposes of issuing a license to operate the Nursing Home after the occupation certificate is received in respect of the same which is not currently part of the sanctioned plan mentioned above at present, the MCGM shall set out the same in its affidavit.

5. It is clarified that the filing of the aforesaid affidavit by Defendant Nos. 5 and 6 shall not hold up the compliance with any of the timelines mentioned in the Consent Terms. It is further clarified that upon the affidavit being filed by the MCGM, if any requirements for an operating license for the Nursing Home are set out therein, Plaintiff No. 2 shall only be responsible for providing such of them that are necessary for forming part of the sanctioned plans of the building.

6. 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.

7. All contentions of parties are kept open.
8. Suit is decreed in terms of the Consent Terms. Drawn up decree stands dispensed with. Pending Interim Application is disposed.
9. Liberty to apply.
10. Refund of Court fees, if any, as per rules.
11. All parties to act on a server copy of this order downloaded from Bombay High Court website.

Amberkar

[MILIND N. JADHAV, J.]

RAVINDRA
MOHAN
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Digitally
signed by
RAVINDRA
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AMBERKAR
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