



2026:BHC-OS:11772

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 2258 OF 2024

1. Mr. Chetan Hingu)
An Indian Inhabitant and having his address)
at A-83. New Heritage Off. Dadabhai Road.)
Andheri (West), Mumbai -400 058.)

Coram : Arif S. Doctor, J

Date: 02/07/2024

'X'


Associate

2. Mrs. Aditi Hingu)
An Indian Inhabitant and having her address)
at A-83 , New Heritage)
Off. Dadabhai Road, Andheri (West),)
Mumbai - 400 058.)

...Plaintiff

V/s

1. SSSC Ecstatics Private Limited)
A company having its office at 1,)
Ramkrupa, Devji Bhimji Lane,)
Mathuradas Road, Kandiwali (West))
Mumbai 400067)

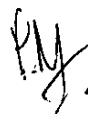
2. Jay Tanna)
Having his office at 701, Ramkrupa)
Devji Bhimji Lane, Mathuradas Road,)
Kandiwali (West), Mumbai 400067)

3. Deep Tanna)
Having his office at 701, Ramkrupa)











Devji Bhimji Lane, Mathuradas Road,)
Kandiwali (West), Mumbai 400067)

4. Vivek Tanna)
Having his office at 701, Ramkrupa)
Devji Bhimji Lane, Mathuradas Road,)
Kandiwali (West), Mumbai 400067)

5. Wadhwa Group Holdings Private Limited)
A company incorporated under the)
Companies Act, 1956 and having its office)
At 301, Platina, 3rd floor, G-Block)
Plot No. C-59, Bandra Kurla Complex)
Bandra (East), Mumbai 400051)

6. Altico Capital India Limited)
21, 2nd floor, 5th North Avenue,)
Maker Maxity, Bandra Kurla Complex)
Bandra (East), Mumbai 400051)

7. Assets Care Reconstruction Enterprise Ltd)
Having its office at 2nd floor, 13,)
Mohan Dev Building, 13, Tolstoy Marg)
New Delhi- 110001)

... Defendants

CONSENT TERMS

1. The Plaintiff has filed the present suit inter-alia for a direction to Defendant Nos. 1 to 4 to execute and register the Agreements for Sale for the Suit Premises i.e. Flat No. 1104 on the 11th Floor, admeasuring a total area of



2385 sq. ft. in 'A' Wing of the 'The NEST' ("**suit Premises**") in favour of the Plaintiff and for other reliefs specifically mentioned therein.

2. During the pendency of the present suit, negotiations ensued between the Plaintiff and Defendant Nos. 6 and 7, and they have mutually agreed to settle all their disputes and differences by and between and against each other, on the terms and conditions and in the manner, as hereinafter appearing.
3. Defendant Nos. 6 and 7 hereby declare and confirm that the Defendant Nos. 6 and 7 neither have any objections to the Allotment Letters dated 21st June 2012 and 30th October, 2012 (Exhibit A & B to the Plaint) in respect of the suit Premises being regarded as valid and subsisting nor to the Plaintiff being regarded as the sole owner of the suit Premises.
4. Defendant Nos. 6 and/or 7 do and each of them doth hereby confirm and undertake that on completion of the actions stated in Clause 5(b) hereunder, Defendant Nos. 6 and/or 7 shall have no further rights in respect of the Suit Premises and shall have transferred, conveyed, release and/or relinquish all their right, title, interest, claim, charge, demand whatsoever in respect of the suit Premises i.e. Flat No.1104 on the 11th Floor, admeasuring a total area of 2385 sq. ft. in 'A' Wing of the 'The NEST' unto and in favour of the Plaintiffs herein for the consideration and on the terms and conditions hereinafter appearing and on the terms and conditions agreed upon in the Sale Deed executed between the parties.
5. Simultaneous with the execution of these Consent Terms:
 - a) Defendant No. 7 has executed and registered the Sale Deed in (under section 69 of the Transfer of Property Act,1882) by way of enforcement of English mortgage in respect of the suit Premises in



favour of the Plaintiff for selling, transferring, granting, conveying all their right, title and interest in the suit Premises in favour of the Plaintiff.

b) The Plaintiff has handed over a demand draft bearing no. 039041 dated 28-03-2024, drawn on HDFC Bank for a sum of Rs.2,05,42,500/- ~~plus TDS~~ in favor of ACRE (**"Settlement Amount"**) to Mr. Sumit Bhutra, the Authorized Signatory of Defendant No. 7. A copy of the aforesaid Demand Draft is hereto annexed and marked as **Exhibit "A"**.

c) Defendant Nos. 6 and/or 7 do and each of them doth hereby agree, declare, confirm and undertake to this Hon'ble Court that they shall not claim any right, title, interest in the suit Premises in any manner whatsoever.

d) Defendant No. 7 have accordingly issued a No-Objection/Dues (Release of Charge) Letter dated May 17, 2024 to the Plaintiff which is handed over to the Plaintiff (hereinafter referred to as the **"No Dues Letter"**).

e) Defendant No. 7 has handed over the possession of the suit Premises i.e. Flat No.1104 on the 11th Floor, admeasuring a total area of 2385 sq. ft. in 'A' Wing of the 'The NEST' to the Plaintiff on an as is where is basis. Accordingly, Defendant No. 7 has handed over the keys to the suit Premises to the Plaintiff (hereinafter referred to as the **"Hand Over Keys"**)

6. The original Consent Terms as executed by the Plaintiff and the Defendant Nos. 6 and 7 shall be deposited with IC Legal, Advocates on Record for



the Plaintiff to be filed before the Hon'ble Court. The representative of Defendant 6 and 7 and the Plaintiff agree and undertake to remain present before the Hon'ble High Court at the time of filing of Consent Terms.

7. It is agreed, declared and confirmed by the Plaintiff that the Plaintiff shall be entitled to recover the said Settlement Amount paid under the present Consent Terms to the Defendant No.7 alongwith interest from the Defendant Nos. 1 to 4 without any recourse to the Defendant Nos. 6 and/or 7 and /or pursue the present Suit against the remaining Defendants (other than Defendant Nos. 6 and 7) with appropriate amendments as may be necessary in view of the present Consent Terms. Defendant Nos. 6 and 7 hereby agree and confirm that they do not have any objection to the actions being taken by the Plaintiff as aforesaid.
8. The Defendant Nos. 6 and 7 hereby agree, declare and confirm that the Defendant Nos. 6 and/or 7 do not have any right or title or interest in the suit Premises in any manner whatsoever and the suit Premises shall belong to the Plaintiff absolutely.
9. The Plaintiff will not claim the Settlement Amount or any other amount or relief from the Defendant No. 6 or 7 in any way whatsoever post signing of these consent terms.
10. The Plaintiffs undertake that they will not challenge the Indenture of Mortgage or the mortgagees rights over the said Property or any actions taken by the Defendant No. 7 under the SARFAESI Act, 2002 in pursuance of the Indenture of Mortgage, whether directly or indirectly, in any manner whatsoever.



11. The Plaintiff and the Defendant Nos. 6 and/or 7 hereby confirm that they have no claim of whatsoever nature against each other, and all the disputes and differences between them stand duly settled in terms of these Consent Terms.
- ✓ 12. The Plaintiff and Defendant Nos. 6 and 7, agree and undertake that they shall cooperate with each other, in order to give effect to the present Consent Terms.
- 13. The Plaintiff and Defendant Nos. 6 and 7, agree and undertake to take all steps and do all acts, matters, deeds and things and execute all documents, deeds and writings as may be required, and co-operate and act in good faith with each other to ensure due implementation of the present Consent Terms.
- ✓ 14. The Plaintiff and Defendant Nos. 6 and 7 agree, declare, confirm and record that they have signed and executed these Consent Terms out of their own free will and volition and that they shall not, for any reason whatsoever, at any later date seek to resile from and/or seek to challenge and/or seek to raise any objection to or in respect of any of the mutually agreed terms and conditions as recorded by and between the Parties under these Consent Terms.
- 15. The Plaintiff and Defendant Nos. 6 and 7, and each of them agree, undertake, confirm and record that these Consent Terms are irrevocably binding upon them individually and also on their respective successors and assigns or anyone claiming through or under them, as the case maybe.
- ✓ 16. With the hand-over of the suit Premises as set out above, the Plaintiff shall have no claim or right against Defendant No.6 and/or Defendant No.7 or



any of its trustees, employees or representatives in any capacity whatsoever in respect of the suit Premises including before any judicial or quasi-judicial forum.

17. All the signatories to the present Consent Terms state that they have the authority to settle this suit amicably on behalf of the parties to the suit. Their authorities and identify proof of Plaintiff and Defendant Nos. 6 and 7 are annexed to the present Consent Terms at **Exhibit "B"**.
18. The present suit be disposed off against the Defendant Nos. 6 and 7 in view of the present Consent Terms and the interim order dated 23rd January 2024 be vacated.
19. This Hon'ble Court to pass an order as per the terms set out hereinabove.

Dated 17 day of May 2024

Chetan Hingu (Plaintiff No.1)

For Altico Capital India Limited
(Defendant No.6)

Mr. Pramit Mohanty authorized by the board of directors vide resolution dated August 30, 2023

For Assets Care Reconstruction Enterprise Ltd (Defendant No.7)

Mr. Sumit Bhutra authorized by the board of directors vide resolution dated February 25, 2023

Aditi Hingu (Plaintiff No.2)



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R. D. Sangvi

IC Legal
Advocates for the Plaintiff No. 1 & 2

nr
Dhaval Vussonji
Sahni

M/s Dhaval Vussonji & Associates
Advocates for the Defendant No.6 and
Defendant No.7

EXHIBIT - "A"



2026:BHC-OS:11772

HDFC BANK ACCEPTOR ONLY NOT NEGOTIABLE

DEMAND DRAFT
VALID FOR 3 MONTHS ONLY
PAYABLE AT PAR AT ALL BRANCHES OF HDFC BANK LTD

ON DEMAND PAY AS PER BANK'S TERMS AND CONDITIONS Or Order

Rupees

TWO CRORE FIVE LAKH RUPEES AND THOUSAND FIVE HUNDRED ONLY

₹

FOR VALUE RECEIVED

Chetan Hingul
12/12/2024

Oh Pratik Kumar
12/12/2024

CHETAN HINGUL
DIRECTOR

AUTHORISED SIGNATORIES

11039041 110240093: 999990 16



2026:BHC-OS:11772



भारतीय विशिष्ट ओळख प्राधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1216/01142/01838

To,
 चेतन हरजीवदास हिंगु
 Chetan Harjivandas Hingu
 S/O Harjivandas Hingu
 83A, Herbage Off Dadabhai Road Near Navrang Cinema
 Andher (West)
 Andher Railway Station Mumbai
 Maharashtra 400058

29/03/2017

Ref: 5/01E/11849/11970/P



UE387830599IN



आपला आधार क्रमांक / Your Aadhaar No. :

8948 3491 5266

आधार — सामान्य माणसाचा अधिकार



भारत सरकार
 GOVERNMENT OF INDIA



चेतन हरजीवदास हिंगु
 Chetan Harjivandas Hingu
 जन्म वर्ष / Year of Birth : 1971
 पुरुष / Male



8948 3491 5266

आधार — सामान्य माणसाचा अधिकार



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ALTICO

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ALTICO ADVISORS LIMITED (FORMERLY KNOWN AS "ALTICO CAPITAL INDIA LIMITED") (HEREINAFTER CALLED THE "COMPANY") THROUGH CIRCULATION ON WEDNESDAY, AUGUST 30, 2023, HAVING REGISTERED OFFICE OF THE COMPANY AT UNIT NO. 11, EXECUTIVE CENTRE INDIA PVT LTD, LEVEL 7, PARINEE CRESCENZO, PLOT C/38/39, BANDRA KURLA COMPLEX, BANDRA(E), MUMBAI 400051, MAHARASHTRA.

AUTHORIZATION TO THE OFFICERS OF THE COMPANY TO EXECUTE, APPEAR, REPRESENT, SIGN, SUBMIT, COMMUNICATE AND TO DO SUCH OTHER ACTS AS MAY BE NECESSARY WITH RESPECT TO LEGAL PROCEEDINGS INITIATED OR CONTINUING FOR AND ON BEHALF OF THE COMPANY:

"RESOLVED THAT the consent of Board of Directors of the Company, be and is hereby accorded to authorize the following officials ("Authorised Officials") of the Company:

1. Mr. Mayuresh Saoji
2. Ms. Madhuparna Dasgupta
3. Mr. Pramit Mohanty

severally, to undertake the following actions in connection with the legal proceedings initiated or continuing against the Company or which otherwise relates to the Company:

- a) commence, institute, file, carryout, continue, prosecute, defend, answer or oppose any application, affidavit, complaint, actions or proceedings, compromise, withdraw and represent the Company in connection with civil and/or criminal proceedings including but not limited to notices or proceedings initiated by or against the promoters, directors, obligors and other third parties and to represent the Company and its Directors before all / any Courts, Tribunals, Commissions, Judicial / Quasi-Judicial or Statutory/Regulatory Authority(ies) or National Company Law Tribunal and any other Appellate forums including but not limited to initiation of corporate insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 and its applicable rules and regulations and as may be formulated from time to time under the same ("IBC") and to do all other actions as required in terms of IBC including and under any other legislations or rules that might be applicable, both present and which may arise in the future, as the said Authorised Officials shall be advised or may think proper;
- b) appoint pleaders, advocates, consultants and solicitors to appear and act on behalf of the Company and its Directors before all / any Courts, Tribunals, Commissions, Judicial / Quasi-Judicial or Statutory/Regulatory Authority(ies) or National Company Law Tribunal and any other Appellate forums in relation to any applications, proceedings, or any actions whatsoever including but not limited to initiation of civil or criminal proceedings or SARFAESI action, corporate insolvency resolution process under IBC and under any other legislations or rules that might be applicable, both present and which may arise in the future, and to revoke such appointment and to substitute any others in their place and stead;

Altico Advisors Limited
(Formerly Known as Altico Capital India Limited)

Unit No 11, Executive Centre India Pvt Ltd, Level 7, Parinee Crescenzo, Plot C/38/39, BKC, Bandra(E), Mumbai -400051.

CIN U74110MH12004PLC144260; T: +91 22 6851 2399 F: +91 22 6851 2399;

Email: altico@alticoem.com

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ALTICO



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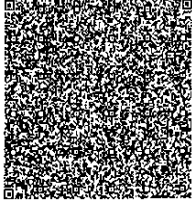



- c) sign, verify, execute, affirm all plaints, suits, claims, petitions, applications, written statements, notes of arguments, notices, letters, replies, reviews, pleadings, complaints, affidavits and/or other proceedings and papers of every other description that may be necessary to be signed, verified and executed in relation to any proceedings including but not limited to civil or criminal proceedings or SARFAESI action, corporate insolvency resolution process under IBC and under any other legislations or rules that might be applicable, both present and which may arise in the future and to make statements, admit / deny documents, give evidence, appear as a witness and to sign and submit vakalatnama(s), statement(s), document(s), declaration and do all such things as may be necessary, expedient or desirable in connection with the above.
- d) file or submit any and all necessary writings, forms and affidavits with interim resolution professional / Resolution Professional / Liquidator under IBC, to attend meetings of creditors and to vote at such meetings and to do all such acts necessary or take any action under IBC and to do all incidental and ancillary acts as might be deemed necessary in this regard;
- e) sub-delegate afore mentioned powers to officials, representatives, consultants and/or attorneys of the Company, as may be deemed necessary; and
- f) do all such acts, deeds and things as may be necessary to give effect to this resolution?.



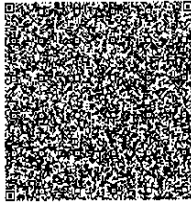
For Altico Advisors Limited
(Formerly Known as Altico Capital India Limited)

Rajeshwari Ramaswamy
Whole Time Director & CFO
DIN: 09840783
Place: Mumbai
Date: 30/08/2023

P. Mohan
Total copy



 भारत सरकार Government of India	 आधार
भारत सरकार Government of India	
भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India	
नामांकन क्रम/ Enrolment No.: 0000/00481/05206	
To प्रामित मोहंती Pramit Mohanty A2705 Omkar 1973, P. B. Marg, Worli, VTC: Mumbai, PO: Worli Colony, District: Mumbai City, State: Maharashtra, PIN Code: 400030, Mobile: 9987011393	
	
Validity unknown <small>Digital Signature of Unique Identification Authority of India Date: 2024.08.12 10:24 00000000</small>	
आपका आधार क्रमांक / Your Aadhaar No. : 3438 5578 1142 VID : 9164 7549 2998 0943	
मेरा आधार, मेरी पहचान	
 भारत सरकार Government of India	 आधार
भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India	
Aadhaar no. issued: 060302017 	प्रामित मोहंती Pramit Mohanty जन्म तिथि/DOB: 16/11/1985 पुरुष/ MALE आधार पहचान का प्रमाण है, नागरिकता या जन्मतिथि का नहीं। इसका उपयोग सत्यापन (ऑनलाइन प्रमाणीकरण, या क्यूआर कोड/ ऑफलाइन एक्सएम्पल की स्कैनिंग) के साथ किया जाना चाहिए। Aadhaar is proof of Identity, not of citizenship or date of birth. It should be used with verification (online authentication, or scanning of QR code / offline XML).
3438 5578 1142 VID : 9164 7549 2998 0943	
मेरा आधार, मेरी पहचान	

 भारत सरकार Government of India	 AADHAAR
सूचना / INFORMATION	
<ul style="list-style-type: none"> ■ आधार पहचान का प्रमाण है, नागरिकता या जन्मतिथि का नहीं। जन्मतिथि आधार नंबर धारक द्वारा प्रस्तुत सूचना और विनियमों में विनिर्दिष्ट जन्मतिथि के प्रमाण के दस्तावेज पर आधारित है। ■ इस आधार पत्र को यूआईडीएआई द्वारा नियुक्त प्रमाणीकरण एजेंसी के जरिए ऑनलाइन प्रमाणीकरण के द्वारा सत्यापित किया जाना चाहिए या ऐप स्टोर में उपलब्ध एमआधार या आधार क्यूआर कोड स्कैनर ऐप से क्यूआर कोड को स्कैन करके या www.uidai.gov.in पर उपलब्ध सुरक्षित क्यूआर कोड रीडर का उपयोग करके सत्यापित किया जाना चाहिए। ■ आधार विशिष्ट और सुरक्षित है। ■ पहचान और पते के समर्थन में दस्तावेजों को आधार के लिए नामांकन की तारीख से प्रत्येक 10 वर्ष में कम से कम एक बार आधार में अपडेट कराना चाहिए। ■ आधार विभिन्न सरकारी और गैर-सरकारी फायदों/सेवाओं का लाभ लेने में सहायता करता है। ■ आधार में अपना मोबाइल नंबर और ईमेल आईडी अपडेट रखें। ■ आधार सेवाओं का लाभ लेने के लिए एमआधार ऐप डाउनलोड करें। ■ आधार/बायोमेट्रिक्स का उपयोग न करने के समय सुरक्षा सुनिश्चित करने के लिए आधार/बायोमेट्रिक्स लॉक/अनलॉक सुविधा का उपयोग करें। ■ आधार की मांग करने वाले सहमति लेने के लिए बाध्य हैं। ■ Aadhaar is proof of identity, not of citizenship or date of birth (DOB). DOB is based on information supported by proof of DOB document specified in regulations, submitted by Aadhaar number holder. ■ This Aadhaar letter should be verified through either online authentication by UIDAI-appointed authentication agency or QR code scanning using mAadhaar or Aadhaar QR Scanner app available in app stores or using secure QR code reader app available on www.uidai.gov.in. ■ Aadhaar is unique and secure. ■ Documents to support identity and address should be updated in Aadhaar after every 10 years from date of enrolment for Aadhaar. ■ Aadhaar helps you avail of various Government and Non-Government benefits/services. ■ Keep your mobile number and email id updated in Aadhaar. ■ Download mAadhaar app to avail of Aadhaar services. ■ Use the feature of Lock/Unlock Aadhaar/biometrics to ensure security when not using Aadhaar/biometrics. ■ Entities seeking Aadhaar are obligated to seek consent. 	
	
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मेरा आधार, मेरी पहचान	
पता: २७०५ ओम्कार १९७३, प. बी. मार्ग, बाली, मुंबई, बॉली कॉलोनी, मुंबई सिटी, महाराष्ट्र - ४०००३० Address: A2705 Omkar 1973, P. B. Marg, Worli, Mumbai, PO: Worli Colony, DIST: Mumbai City, Maharashtra - 400030	Details on: 210407020
1947 help@uidai.gov.in www.uidai.gov.in	

P. Mohanty

May 16, 2024

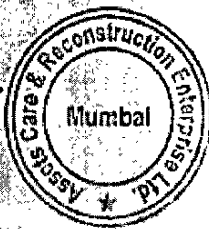
TO WHOMSOEVER IT MAY CONCERN

I, Amit Kumar Kedia, Senior Vice President of M/s. Assets Care & Reconstruction Enterprise Ltd. do hereby authorize Mr. Sumit Bhutra, Manager to sign & execute documents in relation to sale of security in case of SSSC Escatics Private Limited on behalf of Assets Care & Reconstruction Enterprise Limited

Signature of Mr. Sumit Bhutra is attested herein below.



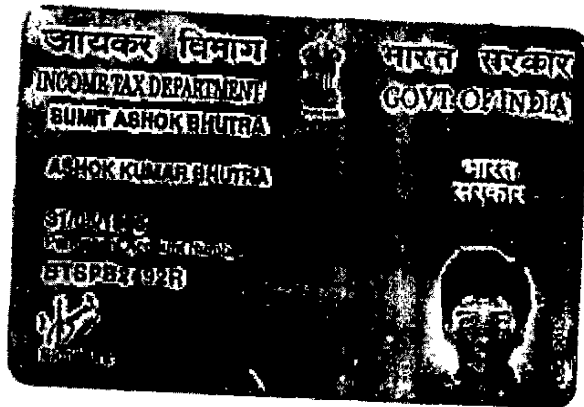
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Amit Kumar Kedia

Senior Vice President

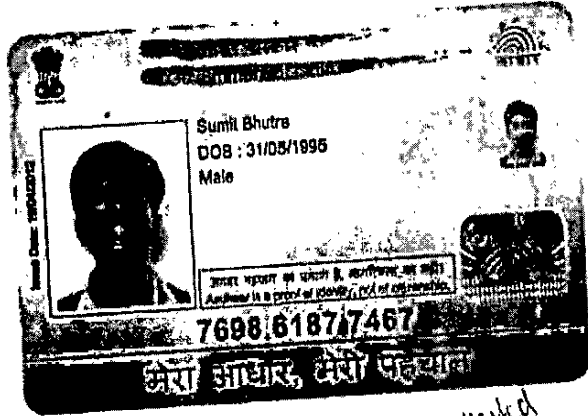
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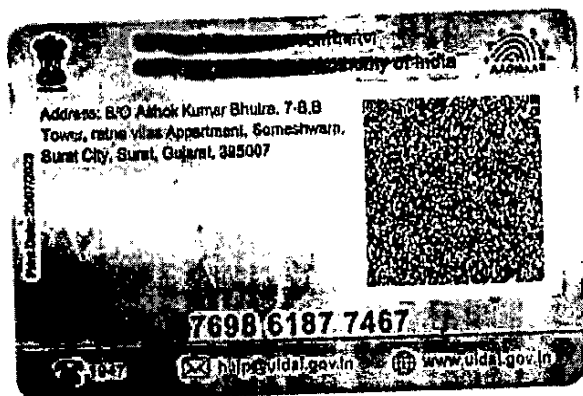
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19-4-24

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Self Attested
[Signature]
 13-4-24



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True Copy
Shivani



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IN THE HIGH COURT OF JUDICATURE
AT BOMBAY
ORDINARY ORIGINAL CIVIL
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Chetan Hingu & Anr. ... Plaintiff

Versus

SSSC Escatics Pvt. Ltd. & Ors. ... Defendants

CONSENT TERMS

Dated this 17th day of May, 2024

IC Legal

Advocates for the Plaintiff
Unit Nos. 1-12, Onlooker Building,
P.M. Road, Opp. Axis Bank,
Fort, Mumbai -- 400 001.