

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

WRIT PETITION NO. 1048 OF 2025

Hyland Park Co-operative Housing Society Ltd. ... Petitioner

V/s.

**The Competent Authority and District Deputy
Registrar, Co-operative Societies, Mumbai City-IV & Ors. ... Respondents**

Mr. Cyrus Ardeshir, Senior Advocate a/w. Sharique Nachan, Aqil Khan and Sauda Nachan i/b. Judicare Law Associate for the Petitioner

Mr. Prashant Kamble, AGP for Respondent no.1 – State

Mr. Rohaan Cama a/w. Mr. Harsh Bihani a/w. Ms. Atiksha Jain i/b. HN Legal for Respondent no.2

Mr. R.D. Suryawanshi i/b. Mr. Suraj N. Naik for Respondent no.3

Mr. Girish Dave, Representative of Respondent no.2 (through V.C.)

CORAM : FARHAN P. DUBASH, J.

DATE : 27th APRIL 2026

P.C. :

1. The present Writ Petition challenges an order and certificate dated [10th May 2016]¹ passed by Respondent no.1, granting assignment of lease in favour of the Petitioner – Society.

1 Corrected as per order dated 30th April 2026

2. Parties have amicably resolved the dispute, which is the subject matter of the present Writ Petition and they have tendered a draft of the Minutes of the Order of today's date, which records the settlement that is arrived at between them. Parties state that the said Minutes of Order be taken on record and the present Writ Petition be disposed of in terms thereof. The Minutes of the Order is signed by the Advocates of the Petitioner and Respondent No.2. The Minutes of the Order is accordingly taken on record and marked 'X' for identification.

3. I have perused the said Minutes of the Order. As more particularly set out in paragraph 3 therein, the Petitioner – Society has confirmed that they have no right and they shall not make any claim vis-a-vis the land belonging to Respondent no.3 – Society. Considering this, the rights of Respondent no.3 are also protected. Mr. R.D. Suryawanshi, learned Counsel who appears for Respondent no.3 – Society has also perused the said Minutes of the Order and is also satisfied with this position.

4. I am satisfied that the said Minutes of the Order appropriately deals with all the issues raised in the present Writ Petition. Considering this, the present Writ Petition is disposed of in terms of the said Minutes of the Order, which is reproduced hereunder for convenience and ready reference :-

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WRIT PETITION NO. 1048 OF 2025**

Hyland Park Co-operative Housing
Society Limited ... Petitioner

Versus

The Competent Authority and District
Deputy Registrar, Co-operative Societies,
Mumbai City IV & Ors. ... Respondents

Mr. Cyrus Ardeshir, Senior Advocate a/w Adv. Sharique Nachan Adv. Aqil
Khan and Adv. Sauda Nachan i/b Judicare Law Associate for Petitioner

Mr. Mohit Jadhav, Addl. GP for Respondent No.1 – State of Maharashtra

Mr. Rohaan Cama a/w Mr. Harsh Bihani a/w Ms. Atiksha Jain i/b HN Legal
for Respondent No. 2.

Mr. R.D. Suryawanshi i/b Mr. Suraj N. Naik for Respondent No.3

Mr. Imtiyaz S. Maredia, Secretary of Petitioner Society, present in court.
Mr. Girish Dave, Representative of Respondent No. 2, Present through VC.

**CORAM: HON'BLE SHRI JUSTICE FARHAN
PARVEZ DUBASH J**

DATE: 27th APRIL 2026

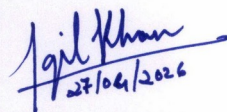
MINUTES OF ORDER

1. The Petitioner Society and Respondent No. 2 (the Promoter) have agreed on mutual terms to dispose the matter. By consent, it is agreed that the Impugned Order and Certificate dated 10th May, 2016 at Exhibit A1 of the Petition stands modified *qua* the Petitioner by way of the present order.

2. The Unilateral Conveyance of the buildings and Lease Assignment of the land granted by way of the Impugned Order shall stand substituted with a Deed of Conveyance of rights, title and interest in freehold land and buildings, from Respondent No. 2 in favour of the Petitioner, vis-à-vis all that piece and parcel of land admeasuring 8448.9 square metres alongwith Petitioners proportionate undivided share in common recreational ground and Petitioners proportionate undivided share in 7.5 metres access road lying, being and situate at Village Dahisar, Taluka Borivali, Mumbai Suburban District, out of the land admeasuring 12316.10 square metres bearing Survey No. 125, Hissa No. 5A (part), Survey No. 179, Hissa No. 1 (part), Survey No. 180, Hissa No. 1 (part) corresponding to CTS No. 1654/1 (part), 1654/3 to 5, including seven buildings standing thereon, comprising of 327 flats and 22 shops aggregating to 349 premises.
3. The Petitioner Society confirms that they have no right and that they shall not make any claim *vis-à-vis* the land belonging to Respondent No. 3 Society being all that piece and parcel of freehold land admeasuring 1498.46 square metres and in the Respondent No. 3 Society's proportionate undivided share in common recreational ground and in the Respondent No.3 Society's proportionate undivided share in 7.5 metres access road lying, being and situate at Village Dahisar, Taluka Borivali, Mumbai Suburban District, out of the land admeasuring 12316.10 square metres bearing Survey No. 125, Hissa No. 5A (part), Survey No. 179, Hissa No. 1 (part), Survey No. 180, Hissa No. 1 (part) corresponding to CTS No. 1654/1 (part), 1654/3 to 5, along with the building of Respondent No.3 Society standing thereon comprising of 40 (forty) flats.
4. The draft of the said Deed of Conveyance shall be finalized between the Petitioner Society and Respondent No. 2 (the Promoter) in terms of the

above, not later than 31st May 2026 and the same shall be executed and registered by Respondent No. 2 in favour of the Petitioner on or before 31st July 2026, on a mutually convenient date agreed between the parties. The aforesaid dates may be extended by mutual agreement.

5. It is agreed between the parties that the draft of the Deed of Conveyance shall be in conformity with the MOFA Agreement for Sale executed in favour of the flat purchasers of the Petitioner Society with necessary changes as set out in paragraph 2. Further, the parties shall use the unilateral conveyance executed in favour of Respondent No. 3 Society as a proforma draft subject to what is agreed hereinabove.
6. It is agreed between the parties that the stamp duty, registration charges and other miscellaneous expenses payable for the registration of the Deed of Conveyance shall be borne and paid by the Petitioner Society. Further, legal expenses for the purpose of drafting the Deed of Conveyance shall be borne by the Petitioner Society.
7. The statements of the parties are recorded as undertakings to the Court.
8. The petition is disposed in terms of the above.
9. Liberty to apply.


27/04/2026

Advocates for the Petitioners


27/4/2026

Advocates for Respondent No. 2

5. There shall be no order as to costs.

(FARHAN P. DUBASH, J.)

Jyoti Pawar

JYOTI
PRAKASH
PAWAR

Digitally signed
by JYOTI
PRAKASH
PAWAR
Date: 2026.05.04
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