



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**WRIT PETITION NO.4031 OF 2022**  
**WITH**  
**INTERIM APPLICATION (L) NO. 13208 OF 2026**  
**IN**  
**WRIT PETITION NO. 4031 OF 2022**

Kalpana Pramod Shah .. Petitioner  
Versus  
Union of India and 3 Ors .. Respondents  
...

Mr. Vikram Nankani, Senior Counsel, a/w Ms. Namrata Vashisht a/w Ms. Forum Mehta i/b M/s. Markand Gandhi & Co for the Petitioner.  
Mr. Suresh Pakale, Senior Counsel (through VC) a/w Mr. R.P. Ojha, Mr. Nilesh Desai for the Respondents.  
Mr. Rupesh Sonawale, Sr. Superintendent of Post Offices, Mumbai South Division, Mumbai - 1.

**CORAM: BHARATI DANGRE &**  
**MANJUSHA DESHPANDE, JJ.**  
**DATED : 15th JUNE, 2026**

**P.C:-**

1. After a prolonged period of opposition being faced at the end of the Respondent Department of Post, as the office of the Post Master General was housed in the property belonging to the Petitioner, the dispute is ultimately put to rest by drawing the Consent Terms under the signatures of the Constituted Power of Attorney Holder of the Petitioner and the Senior Superintendent of Post, South Division, signing on behalf of the Department of Post.



2. The learned Senior Counsel, Mr. Nankani, has tendered the Consent Terms on record, which are accompanied with the Power of Attorney from the Petitioner in favour of Mr. Sandeep Shah, who has signed the Consent Terms.

The Consent Terms are taken on record and marked as 'X' for identification.

3. Through the Terms placed on record, in regard to the premises belonging to the Petitioner, admeasuring 2790 sq. ft. on the ground floor in Pushpa Kunj Co-operative Housing Society, situated at Churchgate, Mumbai, wherein the Office of the Department of Post was located, a settlement is expressed amicably and a consensus is arrived at to put an end to the discord.

Under the Consent Terms, the Respondents have agreed and undertaken to hand over the quiet, vacant, and peaceful possession of the aforesaid subject premises to the Petitioner on or before 30/06/2026.

As a consideration for this, the Consent Terms record that the Petitioner has agreed and undertaken to expressly waive of all claims against the Respondents, which shall include rent, compensation, arrears of rent, maintenance charges, and utility charges. The Respondents undertake to hand over the premises in a clean, tenantable and good condition.

It is also agreed that, subject to the Respondent Nos.1 and 3 handing over possession of the said premises on or before the agreed date, the Respondents shall be entitled to withdraw the amount



deposited by them in this Court pursuant to the order dated 4/02/2026 i.e. a sum of Rs. 44,37,642/-.

4. The parties agreed that the said settlement shall be considered as fulfillment of all rights, liabilities, obligations, claims, and demands, and there shall be no cause of action, whether past, present, or future, arising out of or in connection with the said premises, as each of the parties stands fully and finally discharged of its obligations, and nothing would give rise to a cause of action for either party to proceed against the other.

5. The Consent Terms being taken on record, and as agreed that the Respondents would hand over the quiet, vacant, and peaceful possession in clean, tenantable, and good condition, to the Petitioner, and upon the possession being handed over on or before 30/06/2026, thereafter the Respondents shall be entitled to seek withdrawal of the amount deposited in this Court.

6. In the wake of the aforesaid, we dispose of the Writ Petition in the wake of the Consent Terms, marked 'X'. Pending Interim Applications are also disposed of.

**(MANJUSHA DESHPANDE, J.)**

**(BHARATI DANGRE, J.)**