

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 4456 OF 2026

Yogoda Satsanga Society Of India .. Petitioner

V/S.

Premkumar Devandas Kishnani .. Respondent

Mr. Naushad Engineer and Sangram Parab, Daya Mayekar i.by
Indrajeet Hingane, for the Petitioner.

Mr. Siddharth Walawalkar with Umang Dubey, Sonali Jain i.by
Sidharth Walawalkar Associates, for respondent Nos. 1(a), 1(b) and
1(c).

Dr. P. Sirisha Murthy, Secretary, Yogoda Satsanga Society Of India,
Present.

**CORAM : MANISH PITALE &
SHREERAM V. SHIRSAT, JJ.**

DATE : 28TH SEPTEMBER 2026.

PC:

1. It is brought to the notice of this Court by the learned counsel appearing for the contesting parties i.e. the petitioner on one hand and the respondent Nos. 1(a), 1(b) and 1(c) on the other hand, that the dispute between them is now settled and that Minutes of order have been drafted. As a matter of fact, the minutes of Order signed by the contesting parties and their respective advocates have been tendered by the learned senior counsel appearing for the petitioner society.

2. It is submitted that this Court may consider disposing of the writ petition in terms of the signed minutes of order.

3. It is brought to the notice that Dr. Sirisha Murthy, the Secretary of the petitioner society, has signed on behalf of the petitioner. The advocate representing the petitioners has also signed the minutes of order. Respondent No. 1(a) has signed the minutes of the order on her behalf as well as the respondent 1(c), who is her daughter.

4. Learned counsel for the parties submit that they have perused the contents of the Power of Attorney executed by respondent No. 1(c) in favour of the respondent No. 1(a) and therefore, it is submitted that respondent No. 1(a) is authorized to sign the minutes of the order on behalf of respondent No. 1(c) also. Respondent No. 1(b) has himself signed the minutes of the order. The advocates representing respondent Nos. 1(a) to 1(c) have also signed the minutes of order.

5. Respondent No. 2-Bank is not a contesting respondent, as amount as per the One Time Settlement has been received by the said bank.

6. In view of the above, we are inclined to accept the request made on behalf of the contesting parties to dispose of the writ petition as per the signed minutes of order. Accordingly, the signed minutes of order are taken on record. the Minutes of order read as follows:

MINUTES OF THE ORDER

"1. By an Order dated 27 August 2004 in Original Application No. 2599 of 1999 ("**Original Application**"), the Debts Recovery Tribunal, II, Mumbai ("**DRT-II**") had passed a decree inter alia against various members of the family of Late Mr. Devandas Kishnani and issued a Recovery Certificate pursuant to which Recovery Proceedings No. 602 of 2004 ("**Recovery Proceedings**") were initiated before the Recovery Officer, DRT-II.

2. Late Mr. Premkumar Devandas Kishnani @ Prem Kishnani (original

Respondent No. 1 in the captioned Writ Petition) was impleaded in his capacity as a legal heir and representative of Late Mr. Devandas Kishnani in the Original Application and the Recovery Proceedings. The said Order dated 27 August 2004 inter alia records that the liability of the legal representatives of Late Mr. Devandas Kishnani (who was arrayed as Defendant No.1), would be limited to the extent of the estate, if any, devolved upon the legal heirs of Late Mr. Devandas Kishnani.

3. In 2009, the Recovery Officer, DRT-II issued an attachment warrant against the Plot No.20/19, Ashirwad Building, 5th Floor, Tilak Road Extension, Near Ambedkar college, Wadala, Mumbai - 400031 ("**Subject Property**").

4. Pursuant to the attachment warrant, on 23 October 2019, the Subject Property came to be put up for sale through e-auction by the Recovery Officer, DRT-II. At such time, the Petitioner participated in the e-auction process and was declared the highest and successful bidder of the Subject Property.

5. On 21 November 2019, Late Mr. Premkumar Devandas Kishnani filed an Interlocutory Application (Exhibits 250 and 251 in the Recovery Proceedings) before the Recovery Officer, DRT-II seeking to lift the attachment of the Subject Property and set aside the public sale in the Petitioner's favour.

6. On 28 November 2019, the Recovery Officer, DRT-II disposed of the above Interlocutory Application as 'rejected'. On 4 December 2019, the Recovery Officer, DRT-II issued an order of confirmation of sale of the Subject Property as of 28 November 2019.

7. As a result, in January 2020, Late Mr. Premkumar Devandas Kishnani filed a Review Application (Exhibits 267 and 268 in Recovery Proceedings) before the Recovery Officer, DRT-II against the above Order dated 28 November 2019. However, the Recovery Officer, DRT-II rejected the Review Application vide its Order dated 27 January 2020.

8. Consequently, Late Mr. Premkumar Devandas Kishnani filed Appeal No. 8 of 2020 before the Presiding Officer, DRT-II against the sale conducted on 23 October 2019, sale confirmation dated 28 November 2019 and orders of the Recovery Officer dated 28 November 2019 and 27 January 2020.

9. By an Order dated 3 November 2022, the Presiding Officer, DRT-II dismissed the above Appeal.

10. *Against the dismissal of Appeal No. 8 of 2020, Late Mr. Premkumar Devandas Kishnani filed Appeal No. 4 of 2023 along with Interlocutory Application No. 569 of 2022 (“IA”) for waiver of mandatory pre-deposit under Section 21 of the Recovery of Debts and Bankruptcy Act, 1993 before Debts Recovery Appellate Tribunal, Mumbai (“DRAT”) on 7 November 2022.*
11. *By an Order dated 25 November 2022, the DRAT allowed the IA and directed complete waiver of the pre-deposit.*
12. *The Petitioner challenged the above Order by filing Writ Petition No. 424 of 2023 before this Hon’ble Court on 21 December 2022. Vide an Order dated 19 April 2023, this Hon’ble Court quashed and set aside the DRAT’s Order dated 25 November 2022 and remanded the matter for fresh consideration.*
13. *By an Order dated 20 February 2025, the DRAT allowed the IA in Appeal No. 4 of 2023 and permitted complete waiver of the pre-deposit.*
14. *As a result of the same, the Petitioner filed the captioned Writ Petition.*
15. *During the pendency of the captioned Petition, the Petitioner and the Respondent Nos. 1(a), 1(b) and 1(c) herein (“**Kishnani Heirs**”) have, without prejudice to their respective rights and contentions agreed to amicably and finally settle all disputes and claims forming the subject matter of the pending proceedings, including any alleged liability of the Kishnani Heirs under the Recovery Certificate/Recovery Proceedings, on the following terms, conditions and undertakings thereby bringing the same to a complete, final and irrevocable quietus:*

Confirmation of Auction and Withdrawal of Objections

- a. *Respondent Nos. 1(a), 1(b) and 1(c), being the legal heirs of Late Mr. Premkumar Devandas Kishnani (“**the said Respondents**”), hereby confirm that they have no objection to the auction and sale of the Subject Property conducted by the Recovery Officer, DRT-II, on 23 October 2019, pursuant to which the Petitioner was declared the highest bidder and the sale was confirmed in its favour.*
- b. *The said Respondents shall hereby unconditionally withdraw all objections, claims, applications, appeals and other proceedings filed by them challenging or*

disputing the auction, confirmation of sale or the Petitioner's rights in respect of the Subject Property, including Appeal No. 4 of 2023 pending before the DRAT and undertake to take all necessary steps to have the same withdrawn and disposed of.

Settlement Amount

*c. In consideration of the said Respondents agreeing to the aforesaid terms and withdrawing their objections and proceedings, the Petitioner agrees to pay to the said Respondents a sum of INR 1,90,00,000/- (Rupees One Crore Ninety Lakhs only) ("**Settlement Amount**") by way of an account payee cheque drawn in favour of Respondent No. 1(a) i.e. Neeru Prem Kishnani.*

d. The payment of the Settlement Amount by way of an account payee cheque drawn in the name of Respondent No. 1(a) i.e. Neeru Prem Kishnani shall be construed as payment to the said Respondents and that Respondent Nos.1(b) and 1(c) have no objection to Respondent No. 1(a) receiving the Settlement Amount from the Petitioner.

e. The Settlement Amount shall be paid in full, without any deduction, withholding or set-off, except to the extent required under the applicable provisions of the Income Tax Act, 2025. The Petitioner shall furnish to the said Respondents the requisite TDS certificate, challan and other documents evidencing such deduction and deposit in accordance with applicable law within 60 days of the date of the aforesaid cheque.

Handover of Cheque

f. The Petitioner shall hand over the aforesaid cheque for the amount of INR 1,88,10,000/- (Rupees One Crore Eighty-Eight Lakhs Ten Thousand only) to the Advocates for the said Respondents upon disposal of the captioned Writ Petition and upon the said Respondents lodging/filing the necessary applications for withdrawal of Appeal No. 4 of 2023.

g. The said Respondents also expressly agree, state and confirm that they are withdrawing all their objections in the Recovery Proceedings No. 602 of 2004

pending before the Recovery Officer, DRT – II insofar as they relate to the 2nd and 3rd floors of Ashirwad Building situated at Tilak Road Extension, Near Ambedkar college, Wadala, Mumbai – 400031 and Office No. 306, 3rd Floor, Faiz-E-Qutbi Building, Narsi Natha Street, Katha Bazaar, Mumbai.

h. The Petitioner also agrees and states that it shall delete Respondent Nos. 1(a), 1(b) and 1(c) herein arrayed as Respondent Nos. 2(a)(i), 2(a)(ii) and 2(a)(iii) in Writ Petition No. 2806 of 2026 pending before this Hon'ble Court within 60 days of execution of these terms.

i. The Advocates for the said Respondents shall hold the cheque in their custody and shall hand over the same to Respondent No. 1(a) i.e. Neeru Prem Kishnani, only upon the unconditional withdrawal and disposal of Appeal No. 4 of 2023 pending before the DRAT.

j. The conditions, obligations and undertakings contained herein shall constitute undertakings to this Hon'ble Court.

Full and Final Settlement

k. Upon compliance with the aforesaid terms, the said Respondents shall have no surviving claims or objections against the Petitioner in respect of the auction, sale or Subject Property, and the disputes between the Petitioner and the said Respondents forming the subject matter of the present proceedings shall stand fully and finally settled.

Disposal of Petition

l. In view of the aforesaid settlement, the captioned Writ Petition shall stand disposed of in terms of these Consent Terms, which shall form part of the order of this Hon'ble Court."

7. In the light of the statements made on behalf of the contesting parties and having perused the contents of the above-quoted minutes of order, we are inclined to dispose of the writ petition in terms of the minutes of order.

Accordingly, the Writ Petition is disposed of in terms of the signed minutes of order taken on record and contents whereof are quoted hereinabove. The parties are directed to abide by their respective obligations and undertakings stated in the said minutes of order.

8. The writ petition stands disposed of. Pending applications, if any also stand disposed of.

(SHREERAM V. SHIRSAT, J.)

(MANISH PITALE, J.)