

# Vishal B. Thadani

B. A. (Hons.) LL.B.

ADVOCATE HIGH COURT

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- (k) By an Agreement dated 27<sup>th</sup> December 1994, M/s. Vijay Vihar Cooperative Housing Society Ltd., granted a right of way to (1) Mr. Ramesh A. Malhotra and (2) Mrs. Sangeeta R Malhotra, to access their property located behind the Plot belonging to M/s. Vijay Vihar Cooperative Housing Society Ltd., from Sion Trombay Road, for the consideration and on the terms and conditions set out therein.
- (l) By an Agreement for Sale-cum-Development dated 20<sup>th</sup> of November 1995, (1) Mr. Ramesh A. Malhotra and (2) Mrs. Sangeeta R. Malhotra sold and transferred their property to Mr. Hiren Bharani Proprietor of M/s. Mijit Builders, who constructed a building known as "Sangeeta Towers" on the said property.
- (m) Disputes and differences arose between (1) Mr. Ramesh A. Malhotra and (2) Mrs. Sangeeta R. Malhotra on the one hand, and M/s. Vijay Vihar Cooperative Housing Society Ltd., on the other hand, and a dispute was filed in the Hon'ble Co-operative Court by (1) Mr. Ramesh A. Malhotra and (2) Mrs. Sangeeta R Malhotra against M/s. Vijay Vihar Cooperative Housing Society Ltd., and others. However, later on, Consent Terms were filed by and between the Parties before the Co-operative Appellate Court, in Mumbai, in Appeal No.52 of 2000, by which it was agreed that M/s. Vijay Vihar Cooperative Housing Society Ltd., would grant free access through their property to the building, known as "Sangeeta Towers", on the terms and conditions set out therein.