

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 1214 OF 2015**

Green Twig Estate Management Pvt Ltd

..Petitioner

Vs.

Neelkumar Gupta & Ors.

..Respondents

**Mr. N.V. Walawalkar Senior Advocate a/w Ms Bharati Bheda for the
Petitioner**

**Mr. P. S. Dani Senior Advocate, a/w Mr. Vikram Sathaye i/b Mr. Pravin
Padave for the Respondent Nos.13 to 15**

Mr. A. D. Yadav for the Respondent No.10

CORAM : R. M. SAVANT, J.

DATE : 8th JANUARY, 2016

P.C.

1 The Writ Jurisdiction of this Court is invoked against the order dated 15-11-2014 passed by the Appellate Bench of the Small Causes Court by which order, the Revision Application being No.255 of 2010 came to be dismissed, resultantly the order passed by the Trial Court dated 15-6-2010 discharging the notice and thereby rejecting the application Exhibit 44 for bringing the heirs of the Defendant No.5 on record came to be confirmed.

2 The Suit in question being RAE & R Suit No.497/815 of 2000 came to be filed by one Sahib Enterprises who were then the landlords of the premises in question. The said Suit was filed against a host of parties who were occupying office spaces in the suit property. The said Suit came to be

compromised between the Plaintiffs and the Defendant Nos.1, 5 and 12. The compromise was to the effect that the Defendant Nos.1 and 12 surrendered and relinquished the tenancy in favour of the Plaintiffs and in so far as the Defendant No.5 is concerned, the Plaintiffs accepted the Defendant No.5 i.e. Yusuf Mulani and Smt. Wahida Mulani as tenant. The said Suit in so far as the premises occupied by the Defendant Nos.1, 5 and 12 was accordingly stood withdrawn / dismissed. In terms of clauses (1) and (3) of the consent terms dated 25-6-2006 the suit stood dismissed against the Defendant No.5 and the Defendant No.5 was to stand deleted from the Suit. In so far as the consent terms are concerned, the Trial Court passed the following order on 25-1-2006.

“Parties are present.

Advocate also present.

Parties submitted that terms of consent terms are true and correct and they are admitting the same. The consent terms are taken on record with an endorsement 'File'.”

3 It appears that the present Petitioner became owner of the property some time in the year 2006 to be precise on 4-4-2006 and it substituted itself in the place of the original Plaintiff and it is the case of the Petitioner that it acquired knowledge of the death of the Defendant No.5 Yusuf Mulani sometime in the year 2009. The Petitioner therefore filed an application Exhibit 44 for bringing the heirs of the Defendant No.5 on record as his name was still appearing in the cause title of the Suit. The Trial Court considered the

said application and in view of the consent terms and especially having regard to clause (1) and (3) thereof rejected the said application and discharged the notice.

4 The Petitioner carried the matter to the Appellate Bench of the Small Causes Court by way of a Revision Application No.255 of 2010. The Appellate Bench of the Small Causes Court having regard to the conspectus of facts as narrated hereinabove did not deem it appropriate to interfere with the order passed by the Learned Judge of the Small Causes Court and accordingly dismissed the Revision by order dated 15-11-2014. In my view in the context of the fling of the consent terms dated 25-6-2006 and having regard to clauses (1) and (3) thereof the orders passed by the courts below, cannot be found fault with. No case for interference in the Writ Jurisdiction of this Court is made out. The Writ Petition is accordingly dismissed.

5 Since the consequence of the consent terms would be the deletion of the name of the Defendant No.5, the Plaintiffs are directed to delete his name from the cause title.

[R.M.SAVANT, J]