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***IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE JURISDICTION***

WRIT PETITION NO. 3585 OF 2015

Vansa B. Zurange.

... Petitioners.

V/s.

M/s. Austvinayak Enterprises & Anr.

... Respondents.

Mr. Sanjiv Sawant for the Petitioners.

Mr. Rajiv Nalula i/b. Jhangiani Narula & Assoc. for the Respondents.

CORAM : N.M. Jamdar, J.

01 December, 2016.

P.C. :-

The learned Counsel for the parties state that the parties have resolved their dispute amicably and have signed the consent terms. The learned Counsel for the parties state that their respective Power of Attorney holders are present and they have understood the contents of the consent terms. At the request of the learned Counsel for the parties, the consent terms are taken on record and marked 'X'. The undertakings given in the consent terms are accepted.

2. For the sake of convenience, the consent terms are reproduced herein under :-

“ By consent, the impugned Judgment and Decree dated 17th February 2015 passed by the Hon’ble Appellate Bench of Small Causes Court, Bombay in Appeal No.2 of 2013 in R. A. E. Suit No.15 of 2007 is upheld and confirmed, subject to following terms:

- i. The Respondents agree and undertake to provide to the Petitioner Permanent Alternate Accommodation on ownership basis in the proposed building to be constructed on the suit property i.e. CTS No. 418(part), 418/1 to 14 at Shahaji Raje Road, Compound of Prachi Society, Vile Parle (East), Mumbai-400057, which would be admeasuring 375 sq. ft. carpet area.
- ii. The Petitioner will continue to occupy the suit premises in his occupation until expiry of 45 days from the date of serving the copy of IOD issued by the Municipal Corporation of Greater Mumbai to the Petitioner by Respondent No.1. The Respondent No.1 shall provide the IOD copy along with the floor plan of the premises to be allotted to the Petitioner as Permanent Alternate Accommodation on ownership basis.

iii. The Petitioner hereby agrees and undertakes to this Hon'ble Court to quit, vacate and hand over quite, vacant and peaceful possession of the said tenanted premises to the Respondent No.1 within forty five days from the date of serving the copy of the IOD. In the event of failure of the Petitioner to quit, vacate and hand over possession of the tenanted premises to the Respondent No. 1 in pursuance of the Undertaking contained in this clause, the Respondents shall forthwith be entitled to execute the Judgment and Decree dated 17th February, 2015.

iv. The Respondent No.1 agrees and undertakes to pay the agreed monthly rent of Rs. 35,000/- per month and also Rs. 1,00,000/- Deposit and additional amount towards deposit, if the same is required to the Petitioner for obtaining Temporary Alternate Accommodation during the period of construction. The Respondent No.1 shall deposit twelve months' amount and the deposit amount of Rs. 1,00,000/- and additional amount towards deposit if the same is required in advance with the Petitioner simultaneously on serving the copy of IOD to the Petitioner and upon receiving the said amount, the Petitioner shall vacate the premises. In

addition to the 12 months' rent, the Respondents shall also pay to the Petitioner one month's rent as brokerage for obtaining the Temporary Alternate Accommodation.

v. The Respondent No. 1 shall pay Rs.35,000/- per month, being the agreed monthly rent in respect of the Temporary Alternate Accommodation and shall continue to pay the same until the possession of the Permanent Alternate Accommodation on ownership basis is handed over by the Respondent No.1 to the Petitioner.

vi. Upon being placed in possession of the said suit premises by the Petitioner, the Respondent No.1 shall obtain Commencement Certificate and commence construction of the proposed building and complete the same within eighteen months from the date of issuance of the Commencement Certificate by the BMC and hand over possession of the Permanent Alternate Accommodation to the Petitioner, in newly constructed building on ownership basis.

vii. The Respondent No.1 undertakes that, the Respondent No.1 will obtain IOD within one year period

from today and shall inform the Petitioner with regard to the steps taken by the Respondent No.1.

3. The Writ Petition is disposed of in terms of the consent terms.

(N.M. Jamdar, J.)