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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO.949 OF 1998**

**WITH**

**WRIT PETITION NO.135 OF 2002**

**WITH**

**CIVIL APPLICATION NO.422 OF 2015**

M/s. Vishwamitra Rathi & Sathe & Ors. ..Petitioners.

V/s.

Smt. LeelavatiBapu Kawaste & Ors. ..Respondents.

**WITH**

**WRIT PETITION NO.135 OF 2002**

**WITH**

**CIVIL APPLICATION NO.422 OF 2015**

Smt. Leelavati Bapu Kawaste ..Petitioner.

V/s.

M/s. Vishwamitra Rathi & Sathe & Ors. ..Respondents.

Mr.S.S.Kanetkar for the Petitioners in WP/949/98 and Respondent in WP/422/23015..

Mr. Amit Borkar for Respondent Nos.1 to 6 in WP/949/2015 and Petitioner in WP/135/2002.

Mr.Ashok Beharay, partner of the Petitioners is present.

Respondent No.1 and 6 are present.

**CORAM : N.M.Jamdar, J.**

**DATED : 23 December, 2016**

**P.C. :-**

The learned counsel for the parties state that the parties have amicably resolved the dispute and have executed consent terms. The learned counsel state that the consent terms are signed by all concerned. At the request of the learned counsel for the parties, the consent terms is taken on record and marked 'X'.

2. The dispute between the parties arises under the provisions of Bombay Rent Act, 1947. The suit was filed by the landlord for recovery of possession of the suit premises under section 13(1)(hh) of the Act. The learned Small Cause Court has held in favour of the landlord. This judgment and decree was reversed by the Appellate Court. In this context, the tenant has accepted the monetary compensation instead of premises in the building that is sought to be constructed by the landlord. This agreement between the parties did not violate any provisions of law. Accordingly, the consent terms are taken on record and the writ petitions stand disposed of in terms of the consent terms. All undertakings given in the consent terms are accepted.

3. In view of disposal of the writ petitions, the Civil Application has become infructuous. Hence the same is disposed of as such.

**(N.M.Jamdar, J.)**