

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO.751 OF 2009

M/s. Hindustan Petroleum Corporation Limited... Applicants
Vs.
M/s. Abis Construction ... Respondent

Mr. G.S. Godbole, Senior Advocate a/w. Ms Pallavi Dabholkar for Applicants.
Mr. Mahesh Mishra a/w. Mr. Amit Dubey a/w. Mr. Ravi Thankiran for
Respondent.

CORAM : R. G. KETKAR, J.
DATE : OCTOBER 19, 2016

P.C. :

Not on Board. At the request of the learned Counsel appearing
for the parties, taken up in the production Board.

2. Heard Mr. Godbole, learned Senior Counsel for applicants and
Mr. Mishra, learned Counsel for respondent.

3. Mr. Godbole has tendered photocopy of the letter dated
23.03.2016 addressed by the Chief Regional Manager of applicants.
The same is taken on record and marked 'A' for identification. Learned
Counsel for the parties have tendered consent terms dated 19.10.2016.
The same is taken on record and marked 'B' for identification.

4. Mr. Godbole submitted that applicant have removed the structure
standing on CTS No.1061/Part-1 and 1061/2 admeasuring 2810.7
sq.mtrs. situate at Juhu Road, Santacruz (West), Mumbai 400 049 (for
short 'suit premises'). He further states that applicants have also
removed the underground tank. He assures that responsible officer of
the applicants will remain present on 20.10.2016 at 12 noon for handing
over possession of the suit premises to the respondent.

5. Mr. Mishra assures that representative of the respondent will also remain present on 20.10.2016 at 12 noon for taking possession of the suit premises. Parties agree that they will execute the necessary possession receipts evidencing handing over possession of the suit premises by the applicants to the respondent. Mr. Mishra submits that on behalf of the respondent, Power of Attorney - Khalid Badshah has signed the consent terms. He has tendered copy of the Power of Attorney, which is taken on record and marked 'C' for identification.

6. Mr. Godbole submitted that applicant was depositing interim compensation @ Rs.5 lacs per month regularly. He submitted that respondent may be permitted to withdraw Rs.28 lacs and the applicants may be permitted to withdraw remaining amount along with the accrued interest. Mr. Mishra confirms this fact and states that respondent may be permitted to withdraw Rs.28 lacs deposited by the applicants.

7. Clauses 5 and 6 of the consent terms record that in so far as the decree for mesne profits is concerned, it is agreed between the parties that the payment of Rs.28 lacs by the applicants to the respondent shall be towards full and final settlement of all the claims of the respondent against the applicants towards past and future mesne profits and costs of litigation. Upon receipt of such amount, respondent shall mark the decree as satisfied in all respects. After hearing the learned Counsel for the parties and after perusing the consent terms, I am satisfied that the controversy between the parties is lawfully settled in terms of the consent terms.

8. Responsible officer of the applicants and the representative of the respondent shall remain present on 20.10.2016 at 12 noon. Applicants shall handover possession of the suit premises to the respondent and

respondent shall take over possession and for that purpose, he shall execute the necessary possession receipts.

9. In view thereof, respondent is permitted to withdraw Rs.28 lacs deposited in this Court unconditionally. Upon receipt of Rs.28 lacs, the decree shall stand satisfied in all respects. Applicants are permitted to withdraw the remaining amount along with the accrued interest unconditionally. The impugned orders stand substituted in terms of the consent terms signed by the Power of Attorney of the respondent and respondent's Advocate as also applicants' Advocate. Rule is partly made absolute in the aforesaid terms with no order as to costs. Order accordingly.

(R. G. KETKAR, J.)

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