

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

**APPEAL FROM ORDER NO.1120 OF 2014
ALONGWITH
CIVIL APPLICATION NO.1349 OF 2014**

M/s. Patni Builders & Developers

.. Appellant

Versus

Smt. Noorunnisa Sayed Umer

.. Respondent

Ms. Kavita A. Shah for the Appellant.

Mr. Shabbir T. Kapadia for the Respondent.

CORAM : R.M. SAVANT, J.

DATE : 2nd AUGUST 2016

PC.

1 The Learned Counsel for the parties tender Consent Terms bearing today's date evidencing the settlement arrived at between the parties. To the said Consent Terms is annexed the Agreement for permanent alternate accommodation which Agreement the parties vide clause (3) have agreed to execute and register within a period of two weeks from date. The Learned Counsel pray that the above Appeal from Order be disposed of in terms of the said Consent Terms. The Consent Terms have been signed by the parties and by their respective Learned Advocates Ms. Kavita A. Shah for the Appellant and Mr. Shabbir T. Kapadia for the Respondent as also the parties i.e. by Mr. Nasruddin Sattar Bhatti partner of the Appellant and by the Respondent Smt. Noorunnisa Sayed

Umer. The parties are also personally present in Court. The partner of the Appellant Mr. Nasruddin Sattar Bhatti when put in the box and queried states that the Consent Terms are acceptable to him and that he has signed them of his own free will and volition. The Respondent as well as her husband when put in the box and queried state that the Consent Terms are acceptable to them and that the Respondent has signed them of her own free will and volition. The Learned Counsel appearing on behalf of the Appellant Ms. Kavita A. Shah has handed over a Pay Order of Rs.5,00,000/- drawn on the United Bank of India, Agripada Branch dated 01.08.2016 to Mr. Shabbir T. Kapadia on behalf of the Respondent. The Learned Counsel Ms. Kavita A. Shah has also handed over two post dated cheques for the amount of Rs.5,00,000/- dated 12.08.2016 and for Rs.12,00,000/- dated 26.08.2016 to Mr. Shabbir T. Kapadia. The Learned Counsel Mr. Shabbir T. Kapadia has accepted the said Pay Order and the said two cheques on behalf of the Respondent.

2 In so far as the agreement is concerned, original clause (9) thereof has been amended and the amendment is carried out in ink. By the side of said clause (9) both Mr. Nasruddin Sattar Bhatti and Smt. Noorunnisa Sayed Umer have signed as well as Ms. Kavita A. Shah and Mr. Shabbir T. Kapadia have signed. The said amended clause (9) now reads thus :-

“The Tenant will comply with all the terms and conditions of the NOC dated 15.2.2007 issued by MHADA.”

The said corrected clause is incorporated in the instant order so as to avoid any future disputes in that regard. The Consent Terms with the agreement for permanent alternate accommodation is taken on record and marked as “X” and “Y” for identification. To the said agreement is annexed the floor plan wherein flat No.1303 on the 13th floor which is agreed to be allotted to the Respondent is shown in the hatched portion. The said agreement is paginated from pages 1 to 10 including the docket. The Consent Terms are taken on record and marked as “X” and the agreement is taken on record and marked as “Y” for identification. The undertakings in clauses (5) and (6) are accepted. The above Appeal from Order is disposed of in terms of the Consent Terms.

3 In view of the disposal of the above Appeal from Order, the Civil Application does not survive and to accordingly stand disposed of as such.

[R.M. SAVANT, J]