

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO. 640 OF 2016

Ms. Parmeshwari Gopaldas Uttamchandani ... Applicant
(Original Defendant)

Vs

Mr. Lachman Kishinchand Shahri ... Respondent
(Original Plaintiff)

.....

Mr. P.M.Gaonkar for the applicant.
Ms. Kavita Shah for the respondent.

.....

CORAM : N.M.Jamdar, J.
Date: 14 December 2016

P.C. :

1. The learned counsel for the parties state that the parties have amicably resolved the disputes and have executed the Consent Terms. The learned counsel for the parties further state that their respective clients are present in the Court.

2. At the request of the learned counsel for the parties, the Consent Terms have taken on record and marked 'X' for identification. The relevant terms of the Consent Terms are reproduced for ready reference :-

“1. Applicant hereby confirms the Decree dated 18.2.2016 passed by His Honour Judge Shri. Prasad B. Pore in R.A.E. & R. Suit No.604/967 of 2013 and the Decree dated 11.8.2016 passed by the Additional Chief Judge Shri. Yogesh A. Rane and His Honour Judge Shri. N.S. Momin in Appeal (A-1) No.221 of 2016 in R.A.E. & R. Suit No.604/967 of 2013.

2. Applicant agrees and undertakes to handover vacant, quiet and peaceful possession of the portion of the residential premises i.e. Flat No.1 situate at Ground Floor, Prabhat Building, Marina Co-operative Housing Society Limited, 28 B Road, Churchgate, Mumbai – 400 020 admeasuring about 570 sq. ft. (hereinafter referred to as “the suit premises”) to the Respondent on or before 30.6.2017.

3. It is agreed that the Applicant is permitted to occupy the suit premises on humanitarian ground till she hands over possession to the Respondent as stated in clause No.2 hereto before, ex-gratia. However she shall be liable to pay electricity charges for the period she is in occupation of the suit premises, till she hands over possession as stated in clause No.2 hereto before.

4. The Applicant undertakes not to create any third party rights in respect of the suit premises or any part thereof.

5. Respondent agrees to pay a sum of Rs.6,00,000/- to the Applicant. The Respondent shall pay a sum of Rs.3,00,000/- by cheque/T.T. Transfer to the Applicant within 15 days of the execution hereof and the balance sum of

Rs.3,00,000/- by cheque/T.T. Transfer as against handing over of possession of the suit premises by the Applicant to the Respondent.

6. The Respondent is permitted to withdraw the amount deposited by the Applicant in the Small Causes Court, Mumbai, with interest accrued thereon, if any.

7. If the Applicant fails to handover vacant, quiet and peaceful possession of the suit premises to the Respondent on or before 30.6.2017, then the Respondent shall be at liberty to execute the Decree forthwith without any notice to the Applicant.

3. The Civil Revision Application is disposed of in terms of the Consent Terms. All the undertakings given are accepted. No costs.

(N.M.Jamdar, J.)