

Sequeira

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

WRIT PETITION (Stamp) NO. 31239 OF 2016

Mr.Sharookh Dara Wadia

.. Petitioner

Vs

The Vasai Taluka Parsee Panchayat
Charitable Trust & ors.

.. Respondents

Mr.Surel Shah a/w Mangesh Chavan, for the Petitioner.

Mr.Pramod Kathane, for Respondents.

Parties present in Court.

***CORAM : N.M.Jamdar, J.
Thursday, 15 December 2016.***

P.C. :

The learned counsel for the parties state that parties have amicably resolved their dispute and have signed Consent terms. The learned counsel for the parties state that their respective clients are present in the Court and have understood the Consent terms. At their request, the Consent terms are taken on record and marked 'X' for identification. For ready reference, the Consent terms are reproduced as under -

'1. That the Applicant agrees that the Respondent No.1 Trust is the absolute owner of the License Premises and the same has been given on Leave and License basis to the Applicant which is more particularly mentioned in the Leave and License Agreement executed and Registered on 14.12.2016 with the office of Sub Registrar Vasai - 1, Dist. Palghar.

2. That the Applicant is ready and willing to pay the charges as per clause 4 (A) of the Leave and License Agreement executed and Registered on 14.12.2016 with the office of Sub Registrar Vasai, Dist. Palghar i.e.

- i. Monthly Compensation towards License Fees @ Rs. 2500/-.
- ii. Monthly Electricity Charges at actual.
- iii. Monthly water Charges.
- iv. Monthly Parking Charges (Rs. 50 in the case of Applicant).
- v. Municipal Taxes at actual.

3. That due to the litigation between the Applicant and the Respondent No. 1, the Applicant did not paid the monthly compensation and the other charges from 1.7.2015 till date and as such the Applicant is in due of following amount.

- i. Monthly compensation @ Rs. 2,500/- from 1.7.2015 to 31.12.2016 (Rs. 2,500/- X 18 Months) = Rs. 45,000/-.
- ii. Parking Charges from 1.7.2015 to 31.12.2016 (Rs. 50/- X 18 Months) = Rs. 900/-
- iii. Water Charges from 1.7.2015 to 31.12.2016 (Rs. 120/- X 18 Months) = Rs. 2,160/-
- iv. Municipal Charges from 1.7.2015 to 31.12.2016 (Rs. 190/- X 18 Months) = Rs. 3,420/-

4. Thus the Applicant is in arrears of Rs. 51,480/- as per the Leave and License Agreement. However, the Applicant has paid an amount of Rs. 1,800/- by way of a Cheque which is duly encashed by the Respondent No. 1 Trust, therefore the Applicant is now in actual arrears of Rs. 49,680/-.

5. That the Applicant is ready and willing to perform his part as per the terms and conditions of the Leave and

Licence Agreement thereby agreeing to pay arrears of Rs. 49,680/- (in two parts by way of two post dated cheques dated 05.01.2017 and 15.01.2017) within a period of four weeks and more particularly on or before 15.01.2017 and further shall perform his part of Agreement till the ends of the terms mentioned in the Agreement without any delay or default.

6. That the original Copy of the Leave and License Agreement dated 14.12.2016 will be with the Respondent Trust being the owner of the License Premises, however, the photo copy of the same shall be provided to the Applicant for the strict compliance of the terms and condition of the same.'

2. I have gone through the consent terms, there is no reason not to accept the arrangement between the parties. The undertakings given in the Consent terms are accepted. The orders impugned in this Writ Petition are quashed and set aside. The Writ Petition is disposed of in view of the Consent terms.

(N.M.Jamdar, J.)