

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 2408 OF 2010

|                             |   |             |
|-----------------------------|---|-------------|
| H. M. Holdings and Anr.     | } | Petitioners |
| versus                      |   |             |
| The Commissioner of Police, | } |             |
| Desk VIII, Building Branch  | } |             |
| and Ors.                    | } | Respondents |

Mr. Yadunath Chaudhari with Mr. Omkar Kulkarni for the Petitioners.

Mr. N. P. Pandit - AGP for Respondent Nos. 1 to 3.

Mr. Arun Parshuram Jadhav - Assistant Commissioner of Police, Headquarters (II), Mumbai present.

CORAM :- S. C. DHARMADHIKARI &  
G. S. PATEL, JJ.

DATED :- JANUARY 14, 2016

P.C. :-

1) The Petitioners and Respondent No. 1 have tendered Consent Terms.

2) It is stated that the dispute in the Writ Petition is settled between the parties.

3) The terms have been drawn after prolonged negotiations and discussions. Respondent No. 1 before us is the Commissioner of Police, Desk VII, Building Branch, having his

office at Crawford Market, Police Headquarters, Mumbai. The Petitioners claim to be owners of a building known as Ajinkya Mansion located at Gamdevi, Mumbai, in which the 1st Respondent Commissioner is a tenant of a flat admeasuring 1750 square feet on the first floor, and more particularly described in the Consent Terms in para 1. The building, according to the Petitioner, had become old and was therefore pulled down and the property is being developed in terms of Regulation 33(7) of the DC Rules.

4) It is stated that the Petitioner approached this Court because the 1st Respondent had addressed a communication dated 29<sup>th</sup> June, 2010. That communication cancels an earlier letter of consent dated 2<sup>nd</sup> June, 2010. Thus, there was dispute about the entitlement of the 1st Respondent in the developed property.

5) It is the above dispute in relation to which the subject communication Annexure 'H' at page 66 of the paper book was addressed, which resulted in filing of this Petition.

6) After the Petition was filed, it is now decided that the 1st Respondent will move into an alternative accommodation in the building known as Chandri Villa and more particularly

described in clause (3) of the Consent Terms. The 1st Respondent is already a tenant in respect of another flat in Chandri Villa. This alternative accommodation is on a distinct floor.

7) The 1st Respondent has agreed to co-operate in development of Chandri Villa. He would, therefore, agree to move out even of this alternative accommodation as also the other flat of which Respondent No. 1 is a tenant.

8) In view of this, the first Respondent would be entitled to an additional flat admeasuring 1850 square feet carpet area on ownership basis in terms of the approved plan. These terms as recorded between the parties are duly approved not only by the 1st Respondent but also by the Department of Home, Government of Maharashtra. The Commissioner of Police has addressed to the Government Pleader, High Court (Original Side), Mumbai a letter in which he confirms this arrangement. The Department of Home, Government of Maharashtra is also aware of this and it is aware of the negotiations and terms which are drawn up and to be filed in Court. The same are thus duly approved by the statutory authorities. The signatory to these Consent Terms from the Respondents' side is present in Court. He has identified himself. He has been duly authorised to sign the terms and tender them for and on behalf of Respondent No. 1 Commissioner. We take a

copy of the letter addressed to the Government Pleader, High Court Bombay dated 13<sup>th</sup> January, 2016 on record and mark it as 'X' for identification.

9)           After having perused these terms, we are satisfied that they do not violate any provisions of law nor public policy. They are arrived at after prolonged negotiations and there are no allegations of any fraud, undue influence or coercion. In these circumstances, they are taken on record. The Writ Petition stands disposed of in the light of these Consent Terms.

(G.S.PATEL, J.)

(S.C.DHARMADHIKARI, J.)