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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO.250 OF 2016

IN

CIVIL REVISION APPLICATION NO.297 OF 2012

Chandru Girdharlal Bijlani

..Applicant.

V/s.

Smt. Chandrika Prakash Ahuja & Ors.

..Respondents.

Mr.Zain A.K.Najam-Es-Sani for the Applicant.

Mr.Dinesh Parmar with Indrajeet Bhosale i/b. DSR Legal for the Respondents.

CORAM : N.M.Jamdar, J.

DATED : 27 January, 2017

P.C. :-

By this civil application, the Applicant-Respondent in Civil Revision Application is seeking to set aside the consent order passed on 26 September, 2012 on the ground that the consent order was obtained by practicing fraud on the Court as well as the Applicant.

2. Heard the learned counsel for the parties. Civil Revision Application filed by the tenant was disposed of by taking consent

terms duly executed by the parties on record. The consent terms are also signed by the concerned Advocates. The consent terms stipulated that the original Applicants will retain one room admeasuring 240 sq. mtrs. and hand over the remaining portion of the suit premises admeasuring 650 sq. mtrs. along with enclosed balcony and in respect of maintenance, etc. as provided for. It is informed that the original Applicants had handed over the area of 650 sq. mtrs.

3. The learned counsel for the Applicant sought to contend that the entire arrangement was worked out on the premise that the original Applicants will continue to reside in the suit premises. He submitted that the original Applicants are not residing in the premises. The learned counsel for the Respondent / original Applicants submits that this assertion is not correct and the original Applicants continue to reside and the landlord has cut-off the electricity for which several representations have been made.

4. The consent terms have been duly signed by both the parties. As per what is agreed in the consent terms, the area is already handed over to the landlord. As to why these consent terms were arrived is not enumerated in the consent terms. Therefore, it cannot be said that there was any fraud committed on the Court. If the Applicant-landlord has any grievance against the original Applicants in respect of the area of 240 sq. ft. for which they have

continued as a tenants, it is always open for the landlord to take such steps as are permissible against the tenants. Keeping this liberty of the Applicant-landlord open, the civil application is disposed of.

(N.M.Jamdar, J.)