

sas

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELATE JURISDICTION

CIVIL WRIT PETITION NO.1670 OF 1999

WITH

CIVIL APPLICATION NO.1895 OF 2015

WITH

CIVIL APPLICATION NO.1894 OF 2015

WITH

CIVIL APPLICATION (ST) NO.5111 OF 2017

M/s. Janta Bazar & Anr.

..Petitioners.

V/s.

Smt. Madhuben Hiralal Mehta & Anr.

..Respondents.

Mr.Bipin Joshi for the original Petitioners and Applicants in CAW (ST)/5111 of 2017.

Mr.H.V.Parmar for Respondent No.1 A.

Mr.Sanjiv Sawant for Respondent Nos.2(a) to 2(e) (proposed Respondents).

Coram : N.M.Jamdar, J.

Date : 23 March 2017

P.C. :-

The petition has been filed by Janta Bazar and Shri Kishore Textiles challenging the Judgment and Decree passed by the Appellate Bench of the Small Causes Court, Mumbai in Appeal

No.18/1993 wherein the Petitioners have been directed to hand over the possession of the suit premises. The learned counsel for the Petitioners state that Rajkumar C. Agrawal and Manju Rajkumar Agarwal, the Proprietor of Janta Bazar and Kishore Textiles have settled the dispute with the current owners of the suit premises. They have purchased the rights from the heirs of the original landlord. The learned counsel for the Petitioners state that it has been agreed that Rajkumar Agarwal and Manju Agarwal will purchase the suit premises from the current owner / landlord of the suit premises. The Petitioners had moved the petition for filing consent terms on 16 February 2017 when it was directed that notice be given to the original Petitioners and to Shri Vinod Kothari. The learned counsel for the Petitioners states that notice is given to the original Petitioners Janta Bazar and Kishore Textiles and he has also filed his Vakalatnama on behalf of Janta Bazar and Kishore Textiles. Notice is also given to Shri Vinod Kothari. Learned counsel appears on behalf of Shri Vinod Kothari.

2. Civil Application (St) No.5111 of 2017 has been filed to bring Rajkumar C. Agarwal and Manju Rajkumar Agarwal as the Petitioners and to bring Sunil Shah, Amrish Shah, Jaikumar Shah, Mrs.Shakuntala Thakkur and Chirag Thakkur, the purchasers of the property, as the Respondents. The learned counsel has also filed his appearance on behalf of the proposed Respondent Nos.2(a) to 2(e).

3. Considering the averments made, the civil application is allowed in terms of prayer clauses (a) and (b). Amendment to be carried out within a period of two weeks from today.

4. I have gone through the consent terms. There appears to be an agreement between the parties to settle the dispute and disposal of the suit in respect of the suit premises. Subject to verification of the power of attorney and subject to the amendment to be carried out, the consent terms is taken on record and marked as 'X'.

5. The writ petition is disposed of in terms of consent terms.

6. It is clarified that the consent terms will not permit any of the signatories to violate any provisions of law neither the consent terms are binding on those who are not signatory to the consent terms. All undertakings are accepted.

7. The learned counsel for the parties state that the other pending civil applications do not survive. They are accordingly disposed off.

(N.M.Jamdar, J.)