

BDPSPS

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

WRIT PETITION NO. 922 OF 2015

Advance Commercial Company Ltd. & Ors. Petitioners.

V/s

Mumbai Heritage Conservation Committee
through its Chairman and Others Respondents

**WITH
CHAMBER SUMMONS NO.195 OF 2015
IN
WRIT PETITION NO.922 OF 2015**

Vijal Suresh VaidApplicant/
Intervener

In the matter between

Advance Commercial Company Ltd. & Ors. Petitioners.

V/s

Mumbai Heritage Conservation Committee
through its Chairman and Others Respondents

**WITH
NOTICE OF MOTION (L) NO.548 OF 2016
IN
WRIT PETITION NO.922 OF 2015**

Advance Commercial Company Ltd.Applicant.

In the matter between

Advance Commercial Company Ltd. & Ors. Petitioners.

V/s

Mumbai Heritage Conservation Committee
through its Chairman and Others Respondents

Ms. Mamta Sadh i/b Mr. Amol Arote for the Petitioners.

Ms. Jyoti Chavan, Asstt. Govt. Pleader for Respondent Nos. 1 and 3 – State.

Mr. A.Y. Sakhare, Senior Counsel a/w Ms. Pallavi thakar for Respondent No.2.

Mr. M.S. Bhandari i/b Ms. Pranjali Bhandari for Respondent No.4.

Mr. M.S. Deshpande – Court Receiver, High Court, Bombay is present.

**CORAM: B. R. GAVAI &
M.S. KARNIK, JJ.**

DATE: 28th September, 2017

P.C.:-

1] Rule. Rule is made returnable forthwith. Respondents waive service. Heard, by consent of parties.

2] Petitioners, who are tenants, have filed this Petition for direction to the Respondents – Corporation to ensure that Respondent No.1 takes all steps and measures, as are necessary for implementation of the notice dated 03/11/2014.

3] During the course of hearing, Division Bench of this Court (Coram: Naresh H. Patil & Dr. Shalini Phansalkar-Joshi, JJ), vide order

dated 05/04/2017, had observed that the dispute could be referred to Mediator. Parties had also agreed on the name of Hon'ble Mr. Justice Arvind Sawant (Former Chief Justice) to act as Mediator. Accordingly, the matter was referred to mediation.

4] The learned Mediator has submitted his report dated 26/09/2017, wherein it is stated that Mediation has been successful and dispute between the Petitioners and Respondent No.4 stands settled.

5] The Memorandum of Understanding-Cum-Consent Terms (For short "the said MOU") between the Petitioners and Respondent No. 4 is also placed on record. The said MOU is taken on record and marked "X" for the purpose of identification. As per the said MOU, tenants have agreed to transfer all the tenancy and possessory rights in favour of the owner. As per the terms set out in the said MOU, an amount of Rs 5,75,00,000/- has been agreed to be paid by the owner to the tenants, in any event, prior to 31/12/2017. As per the said MOU, tenants have agreed to vacate the premises on receipt of payment.

6] Mr. Bhandari, learned Counsel appearing on behalf of Respondent No.4, states that Respondent No.4 shall carry out necessary repairs as per the notice issued by the Respondents – Corporation.

7] In that view of the matter, we find that the purpose of the Petition stands successfully served. Petition stands disposed of in terms of the said MOU. Rule is made absolute accordingly.

8] The Court Receiver shall stand discharged without passing of accounts, subject to payment of his cost, charges and expenses and also subject to payment of professional fees of Rs 2,29,000/- to M/s Shetgiri & Associates and of Rs 1,83,200/- to Dr. Mangesh Joshi, Structural Engineer of M/s Vijnana Consulting Engineers, total of which comes to Rs 4,12,200/-, as directed in the order of Division Bench of this Court (Coram: A.S. Oka & A.A. Sayed, JJ.) dated 13/07/2016.

9] Consequently, Chamber Summons for intervention is rejected as the matter has been settled between the Petitioners and Respondent No.4. Notice of Motion taken out by the Petitioners also therefore does not survive and the same is also disposed of.

(M. S. KARNIK, J.)

(B. R. GAVAI, J.)