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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION NO. 19 OF 2016
IN
SUIT NO. 685 OF 2015

Gastro Pub Pvt Ltd	...Petitioner
<i>Versus</i>	
Sachindra K Shetty	...Respondent

Mr Darshan Mehta, i/b Dhruve Liladhar & Co, for the Petitioner.
Ms Kasur Banatwala, i/b Tushar Goradia, for the Respondent.

CORAM: G.S. PATEL, J
DATED: 6th March 2017

PC:-

1. Not on board. Mentioned. Taken on board.

2. The Suit was disposed of by Consent Terms by an order dated 3rd August 2015 when Consent Terms of that date were taken on record. The Petitioner then filed Contempt Petition No. 19 of 2016 alleging breach by the Respondent of some of the provisions of the Consent Terms. Before me today the Petitioner represented by Mr Mehta submits that on a reconsideration, there is no wilful default of any of the provisions of the Consent Terms.

3. The Contempt Petition is dismissed.

4. Parties agree that the Respondent has paid to the Petitioner an aggregate amount of Rs. 50 lakhs by demand draft or pay order towards the security deposit, compensation and damages. The Petitioner acknowledges receipt of this amount. Both sides agree that they have no surviving claim of any nature against each other. For its part the Petitioner confirms that it has delivered quiet, vacant and peaceful possession of the premises in question to the Respondent. The Petitioner has some furniture and fixtures of its own in these premises. There is an list agreed between the parties. The Petitioner has agreed to remove this material before 15th March 2017, failing which the Respondent will be at liberty to deal with these items. The Respondent has agreed to give the Petitioner access to the premises for this purpose. The leave and license agreement and the other license agreement in question have all been cancelled or terminated. The Petitioner confirms that it has no rights as a licensee or under the order of 3rd August 2015 or the Consent Terms of that date or in any other manner in relation to the premises or the licenses issued. The Respondent is, therefore, at liberty to deal with the premises and licenses in such a manner as the Respondent thinks fit. The Petitioner has no objection to this.

5. All these statements are accepted as undertakings to the Court. No further orders are required.

(G. S. PATEL, J.)