

Shailaja

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE JURISDICTION
CIVIL REVISION APPLICATION NO.242 OF 2014**

Shree Manubhai Hargovanddas Chhatbar & Ors.] Applicants

vs.

Shri Lalji Shruju Singh] Respondent

WITH

CIVIL APPLICATION NO.466 OF 2016

Lalji Shruju Singh] Applicant

IN THE MATTER BETWEEN:

Shree Manubhai Hargovanddas Chhatbar & Ors.] Applicants

vs.

Shri Lalji Shruju Singh] Respondent

WITH

CIVIL REVISION APPLICATION NO.527 OF 2015

Shri Lalji Shruju Singh] Applicant

Vs.

Shree Manubhai Hargovanddas Chhatbar & Ors.] Respondents

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Mr. Jintendrakumar G. Damani, for Applicants in C.R.A. No.242 of 2014 and Respondent in C.R.A No.527 of 2015.

Mr. Amogh Singh i/b Atul Singh, for Respondent in C.R.A No.242 of 2014 and Applicant in C.R.A No.527 of 2015.

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**CORAM : R.G. KETKAR, J.
DATE : 27TH MARCH, 2018.**

P.C.

Heard Mr. Damani, learned Counsel for the applicants in C.R.A No.242 of 2014 and for respondents in C.R.A No.527 of 2015 and Mr. Singh, learned Counsel for the respondent in C.R.A No.242 of 2014 and for applicant in C.R.A No.527 of 2015.

2. C.R.A No.242 of 2014 takes exception to the judgment and decree dated 24/25th March,2008 passed by the learned Judge, Court Room No.38 of the Small Causes Court at Mumbai (Bandra Branch) in R.A.E Suit No. 216/475 of 2000 as also the judgment and decree dated 12th December, 2013 passed by the Appellate Bench of Small Causes Court Mumbai (Bandra Branch) in (A-1) Appeal No.150 of 2008. By these orders, the Courts below decreed the suit instituted by the respondent/plaintiff.

3. C.R.A No.527 of 2015 takes exception to the order passed by the Appellate Court in so far as declining to pass decree u/s 16 (1) (b) and 16 (1) (c) of the Maharashtra Rent Control Act, 1999 (for short 'Act'). The Appellate Court decreed the suit only u/s 16(1) (n) of the Act namely non user and declined to pass decree u/s 16 (1) (b) and 1(c) of the Act.

4. Learned Counsel for the parties have tendered consent terms duly signed by the parties and their Advocates. The consent terms are taken on record and marked "A" for identification. Mr. Damani states that Applicants in C.R.A No.242 of 2014 are present in the Court. He has tendered photo copies of their Adhaar Cards which are taken on record and marked "B colly" for identification. Mr. Daman also identifies them. Mr. Singh submits that respondent in C.R.A. No.242 of 2014 and applicant in C.R.A No. 527 of 2015 is present in the Court. He has tendered photo copy of his Adhaar Card, which is taken on record and marked 'C' for identification.

5. By the consent terms, the applicants in C.R.A No.242 of 2014 have agreed to hand over vacant and peaceful possession of the suit premises upon accepting ex-gratia amount of Rs. 21,00,000/ (Rs. 7,00,000/- each for applicants No.1 to 3) by pay order. Mr. Damani states that they have handed over keys of the suit premises to Mr. Singh. Mr. Singh acknowledges the receipt of keys of the suit premises. Mr. Singh states that he has handed over Rs. 21,00,000/- by pay orders of [Rs.7,00,000/- each in favour of applicants No.1 to 3 in C.R.A. No. 242 of 2014] . Mr. Damani acknowledges receipt of the pay orders.

6. Clause 6 of the consent terms provides that applicants in C.R.A. No.242 of 2014 have no objection for the respondent withdrawing amount deposited @ Rs.250/- per month from January, 2014 till March, 2018 either in the Small Causes Court or before this Court and that the respondent has no objection for the applicants in C.R.A No.242 of 2014 withdrawing the remaining amount deposited either in this Court or in the Small Causes Court. Clause 8 records that keys of the suit premises were handed over to Mr. Singh before this Court.

7. The parties admit and confirm correctness of the consent terms. Learned Counsel for the parties submit that the C.R.A's may be disposed of in terms of the consent terms. After perusing the consent terms and after hearing learned Counsel for the parties, I am satisfied that controversy between the parties is lawfully settled in terms of the consent terms.

8. In view thereof, C.R.A No. 242 of 2014 and C.R.A. No. 527 of 2015 are disposed of in terms of the consent terms. Rule is discharged in both the Civil Revision Applications.

9. In view of disposal of C.R.A's, Civil Application No.466 of 2016 filed in C.R.A No.242 of 2014 does not survive and the same is disposed of.

10. All the parties including the Small Causes Court to act upon an authenticated copy of this order.

[R.G. KETKAR, J.]