

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO.100 OF 2015

M/s. Hem Labh Developers and others ... Applicants

Vs.

Jayaben N. Solanki and others ... Respondents

Mr. Vishal Kanade i/b. Mr. Vinay Hegde and Mr. Sunil R. Rawal for Applicants.

Mr. Krishna K. Holambe-Patil for Respondents.

CORAM : R. G. KETKAR, J.
DATE : OCTOBER 17, 2018

P.C. :

Heard Mr.Kanade, learned Counsel for the applicants and Mr.Holambe-Patil, learned Counsel for the respondents at length.

2. Office remark shows that respondents No.2 and 3 are served by substituted service by way of paper publication as per the Court's order dated 07.12.2015. However, none appears on their behalf.

3. After arguing the application for quite some time, learned Counsel for the applicants and the respondent No.1 have tendered consent terms dated 17.10.2018 duly signed by the respondent No.1 and her Advocate as also applicants and their Advocate. The same is taken on record and marked 'A' for identification. Clause 3 of the consent terms provides that upon notice being served by the applicants, respondent No.1 shall handover vacant and peaceful possession of room No.2 admeasuring 233.92 sq.ft. carpet area and a loft therein admeasuring 127.50 sq.ft. carpet area and situate at 7, Cici Villa, Pond gaathan, Off. Bajaj Road, Vile Parle (W), Mumbai 400 056 (for short 'tenanted premises') situate on the land bearing C.T.S. No.1123 and 1123 (1 to 11) admesuring about 811.72 sq.yards equivalent to 678.70

sq.mtrs. or thereabout along with a dwelling house and structures, chawl standing thereon and known as 7 Cici Villa, off Bajaj Road, Pond Gaathan, Vile Parle (West), Mumbai 400 056 (for short 'said property'), to the applicants.

4. Mr. Holambe-Patil states, on instructions, of respondent No.1, who is present in the Court, that respondent No.1 will vacate and handover possession of the tenanted premises to the applicants, on or before 01.03.2019. The statement made by Mr. Holambe-Patil, on instructions, is accepted in the form of undertaking to this Court. He has tendered photocopy of Aadhar Card of respondent No.1, which is taken on record and marked 'B' for identification.

5. Mr. Kanade states that Mr. Chetan Batavia, one of the applicants, is present in the Court. He has tendered photocopy of his driving licence, which is taken on record and marked 'C' for identification. Upon taking instructions from him, Mr. Kanade states that in terms of clause 5 of the consent terms, upon vacating the tenanted premises by the respondent No.1, applicants will pay to the respondent No.1 rent for alternate accommodation @ Rs.85/- per sq.ft. on existing carpet area namely, 233 sq.ft., on or before 10th day of each succeeding month. The statement made by Mr. Kanade, on instructions, is accepted in the form of undertaking to this Court. He submits that in all probabilities, applicants will settle the matter with defendants No.2 and 3. He further submits that in case the applicants are not in a position to settle the controversy with the defendants No.2 and 3, liberty may be reserved for revival of the C.R.A.

6. After perusing the consent terms, I am satisfied that the controversy between the applicants and respondent No.1 is lawfully

settled. Impugned orders shall stand substituted in terms of the consent terms between applicants and respondent No.1. C.R.A. is disposed of in terms of the consent terms reserving liberty to the applicants to apply for revival of the C.R.A. in case the settlement is not through. All contentions in that regard are expressly kept open. Order accordingly.

(R. G. KETKAR, J.)

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