

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.5791 OF 2017

Zaverban Dahyalal Savla and others ... Petitioners
Vs.
Suhas Kamlakar Kuvalekar and another ... Respondents

Mr. Rakesh Agrawal for Petitioners.
Mr. Drupad S. Patil for Respondents.

CORAM : R. G. KETKAR, J.
DATE : MARCH 16, 2018

P.C. :

Heard Mr. Agrawal, learned Counsel for petitioners and Mr. Patil, learned Counsel for respondents.

2. Learned Counsel for the parties have tendered consent terms dated 16.03.2018 duly signed by the petitioners and their Advocate as also by the respondents and their Advocate. The consent terms are taken on record and marked 'A' for identification.

3. Mr. Agrawal states that petitioners are present in the Court. He has tendered photocopies of - Aadhar card and PAN Card of petitioner No.1-Zaverban Dahyalal Savla, petitioner No.2-Bipin Dahyalal Savla and petitioner No.3-Varsha Bipin Savla as also the photocopy of PAN card of petitioner No.4-Jyoti Premji Rambhiya. The same are taken on record and marked 'B colly.' for identification. Mr. Patil states that respondents are present in the Court. He has tendered photocopies of - Aadhar card of respondent No.1-Suhas Kamlakar Kuvalekar and PAN card of respondent No.2-Vinayak Kamlakar Kuvalekar. The same are taken on record and marked 'C colly.' for identification.

4. Parties agree and confirm the correctness of the consent terms.

Clause 1 of the consent terms provides that respondents, with the consent of the petitioners, have assigned their tenancy rights in respect of Block No.10 in Tambe Building, 2nd floor, 361/A, Dr. Ambedkhar Road, Matunga (Central Railway), Mumbai - 400 019 (for short 'suit premises') in favour of S/Sh. Dhvaneet Bipin Savla, Premji Meghji Rambhiya, Semil Ramesh Rambhiya and Jigar Chunilal Rambhiya (hereinafter referred to as 'incoming tenants'). In consideration thereof, incoming tenants have paid a sum of Rs.66,60,000/- to the respondents in the manner described at exhibit-B. Mr. Agrawal has handed over Pay Orders in aggregate sum of Rs.65,93,400/- (after deducting the TDS). Mr. Patil acknowledges receipt of the Pay Orders.

5. Mr. Agrawal submits that clause 6 of the consent terms provides that petitioners are entitled to withdraw the amount of Rs.25,000/- deposited by the respondents in pursuance of the order passed in Writ Petition No.1282 of 2014 together with accruals, if any. Mr. Patil has handed over copy of the receipts to Mr. Agrawal, who acknowledges receipt of the same. Mr. Patil states that respondents have no objection for permitting petitioners to withdraw Rs.25,000/- along with interest accrued, if any.

6. After perusing the consent terms, I am satisfied that the controversy between the parties is lawfully settled in terms of the consent terms. The undertakings given by the parties are accepted. Petition is disposed of in terms of the consent terms. Petitioners are permitted to withdraw the amount of Rs.25,000/- along with accrued interest, if any.

7. Parties to act upon the authenticated copy of this order.

(R. G. KETKAR, J.)