

Shailaja

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE JURISDICTION
CIVIL REVISION APPLICATION NO.420 OF 2013**

Mukund Yashwant Phatak] Applicant

Vs.

Anagha Shrikrishna Joshi & another.] Respondents

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Mr. V.S. Kapse, for applicant.

Mr. Rupesh Sohoni, for respondent No.1.

.....

CORAM : R.G. KETKAR, J.

DATE : 24TH APRIL, 2018.

P.C.

Heard Mr. Kapse, learned Counsel for the applicant and Mr. Sohoni, learned Counsel for respondent No.1.

2. Learned Counsel for the parties have tendered consent terms dated 24th April, 2018 duly signed by the petitioner and the first respondent and their Advocates. The same are taken on record and marked 'X' for identification.

3. Mr. Kapse states that the petitioner is present in the Court. He has tendered photo copy of Driving Licence of the petitioner which is taken on record and marked 'Y' for identification. Mr. Sohoni states that respondent No.1 is present in the Court. He has tendered photo copy of Identity Card issued by Election Commission of India, which is taken on record and marked 'Z' for identification.

4. The parties admit and confirm correctness of the consent terms. Learned Counsel for the parties submit that Petition may be disposed of in terms of the consent terms.

5. In view thereof, C.R.A stands withdrawn in terms of the consent terms. The petitioner is permitted to withdraw the amount deposited in the Small Causes Court, Mumbai in Appeal No.256 of 2007 arising from R.A.E. Suit No.113/116 of 2002 along with accrued interest, if any, unconditionally. The respondent shall clear arrears of rent of Rs.61,000/- for the period May, 2001 to April, 2018 and further till March, 2021 in terms of clause 3 of the consent terms. Petitioner has given no objection for respondent No.1 getting permanent alternate accommodation in the event of re-development process which is proposed by the developer. Rule is discharged with no order as to costs.

[R.G. KETKAR, J.]