

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 2838 OF 2001

Fakhra Begum (since deceased)

through legal heirs Mr Tanveer

Ahmed Shaikh and Others

..Petitioners

Vs.

Mohammed Usman Mohammed Siddik

(since Deceased) through legal heirs

and Others

..Respondents

WITH

CIVIL APPLICATION NO. 1264 OF 2016

IN

WRIT PETITION NO. 2838 OF 2001

Mohammed Zakir

..Applicant

IN THE MATTER OF

Fakhra Begum (since deceased)

through her legal heirs

..Petitioners

Vs.

Zalibunissa (deceased/deleted)

through her legal heirs

..Respondents

Ms. Kumud A. Bhatia, for the Petitioners in WP 2838/2001 and Respondent in CAW 1264/2016.

Mr. Govind C. Mohanty i/b Mohanty and Associates, for the Respondent in WP 2838/2001 and Applicant in CAW 1264/2016.

CORAM :- B. P. COLABAWALLA, J.

DATE :- FEBRUARY 5, 2018.

PC.:

This Writ Petition was filed seeking a writ of certiorari to set aside, quash and reverse the impugned order dated 14th March, 2001 passed by the Appellate Court of the Small causes at Mumbai in Appeal no. 565 of 1998. Originally the respondents herein (Original Plaintiffs) had filed a suit being suit no. 118/135 of 1980 against the petitioners herein (Original Defendants) on 25th March, 1980 for recovery of the suit premises. This suit came to be dismissed by the learned Trial Judge. Being aggrieved by the said decision, the plaintiffs herein filed the Appeal no. 565 of 1998. That Appeal came to be allowed by the Appellate Court of the Small causes at Mumbai by its Judgment and order dated 14th March, 2001. Challenging the order of the Appellate Court the present Writ Petition was filed.

2. According to the plaintiffs, the suit premises were given on a leave and licence basis to the Original defendants. On the expiry of the leave and licence the suit came to be filed as above. It was the case of the Original plaintiff that they were in possession of the suit premises and that the defendants had handed over possession peacefully and voluntarily. Whereas it was the case of the Original defendant that he was forcefully evicted without following the due process of law.

3. Be that as it may, the parties have now settled their disputes by entering into consent terms dated 1st February, 2018. Mr. Tanveer Ahmed Shaikh, who is petitioner no. 1 has signed the consent terms for himself as well as the other petitioners as their constituted attorney. Similarly, Zakir Usman Shaikh who is respondent no. 1(d) has signed consent terms for himself as well as the other respondents as their constituted attorney. The consent terms have also been signed by the advocates for the petitioners as well as respondents. Mr. Tanveer Ahmed Shaikh as well as Mr. Zakir Usman Shaikh both are present in Court. The keys of the suit premises are handed over by the Petitioners to the advocates for the respondents in Court today. Simultaneously, the respondents advocates have handed over one Demand Draft of Rs. 10 Lakhs as well as 3 post dated cheques of Rs. 4 Lakhs each to the advocates for the petitioners, the details of which have been given in the consent terms. The consent terms are taken on record and marked '**X**' for **identification**. The undertakings are accepted. The writ Petition is disposed of in terms of the consent terms.

4. In view of the disposal of the Writ Petition, nothing survives in the Civil Application and the same is disposed off accordingly.

(B. P. COLABAWALLA, J.)