

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO.49 OF 2019

M/s. Tulsi Shah Enterprises and others ... Applicants
Vs.
Archdiocese of Bombay ... Respondent

ALONG WITH

CIVIL REVISION APPLICATION NO.93 OF 2019

M/s. Pocket Book Distribution Co. and others... Applicants
Vs.
Archdiocese of Bombay ... Respondent

Mr. R. L. Tolat i/b. M/s. L. C. Tolat & Co. for Applicants.
Mr. J. Reis, Senior Advocate a/w. Mr. Martin Sapkal i/b. Arun Sapkal &
Co. for Respondent.

CORAM : R. G. KETKAR, J.
DATE : JULY 30, 2019

P.C. :

Heard Mr. Tolat, learned Counsel for the applicants and Mr. Reis, learned Senior Counsel for the respondent in both the Applications at length.

2. Mr. Tolat submits that applicants No.2 and 3 - Samir Ratanchand Shah and Sanjay Punamiya are present in the Court. He has tendered photocopies of their Aadhar Cards, which are taken on record and marked 'A colly.' for identification. Mr. Reis submits that Father, Gerald Richard Crasto is present in the Court. He has tendered photocopy of his Aadhar Card, which is taken on record and marked 'B' for identification. The learned Counsel for the parties have tendered consent Minutes of Order. The same are taken on record and marked 'X and Y' for identification. Clause 12 of the consent terms in both the Civil Revision

Applications records that the applicants in both the Applications have agreed and undertaken to this Court to pay to the respondent-Trust, a sum of Rs.70 lakhs by way of compensation for confirming the tenancy. The said amount is to be paid within 6 months from the date thereof by cheques drawn on HDFC Bank, Fort Branch, details whereof are set out therein. The undertakings given by the applicants are accepted. The parties have agreed for setting aside orders dated 22.10.2018 passed in Miscellaneous Appeals in Marji Applications and the Declaratory Suits be restored to the file. The parties admit and confirm correctness of the consent terms. The learned Counsel for the parties submit that the consent terms are not violating any provisions of the law. The learned Counsel for the parties also submit that the consent terms do not affect rights of any party, who is not before this Court, and that, no proceedings in relation to the suit property are pending in any competent Court of law. They further submit that C.R.As. may be disposed of in terms of the consent terms by accepting the undertaking. With the assistance of the learned Counsel appearing for the parties, I have gone through the consent terms. After perusing the consent terms, I am satisfied that the controversy between the parties is lawfully settled. Hence, Civil Revision Applications are disposed of in terms of the consent terms. Undertakings given by the parties are accepted.

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

(R. G. KETKAR, J.)

Minal Parab