

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.2135 OF 2018

Bhairulal Ranglal Rathod Petitioner
Vs.
The State of Maharashtra & 17 Others Respondents

Mr. Omar K. Shaikh for the Petitioner.
Mr. Sukanta Karmakar, AGP, for Respondent No.1.
Ms Vandana Mahadik for Respondent No.2.
Mr. Jagdish N. Jayale for Respondent Nos.3 & 4.
Mr. Amogh Singh i/by Mr. D.P. Singh for
Respondent Nos.5 to 18.
Mr. Bhairulal R. Rathod, the Petitioner, present.

CORAM: S.C. DHARMADHIKARI &
B.P. COLABAWALLA, JJ.

DATE : APRIL 26, 2019

P.C:

1. When this petition was placed today and under the caption for passing orders, the learned Advocate appearing for the petitioner says that the petitioner and the private respondent No.3 have settled their disputes. He is instructed not to press this petition against respondent Nos.4 to 18.

2. He also submits that in the event Consent Terms are taken on record, then, the petition may not be pressed as against respondent Nos.1 & 2 as well.

3. In the light of the request made by the counsel appearing for respondent Nos.3 & 4 and the petitioner, we have carefully perused the Consent Terms. It is stated that respondent No.3 has agreed to provide permanent alternate accommodation to the petitioner. This accommodation is a commercial shop facing station road. The details in relation to the commercial shop and particularly its area are set out in Clause 1 of the Consent Terms. The registered Agreement would be executed and that is stated in Clause 2 of the Consent Terms. The consideration is also mentioned in Clause 3. Until then, a temporary alternate accommodation/transit accommodation is also identified and those details are set out in Clause 4.

4. Thereafter, it is stated that a criminal case is pending before the Court of Metropolitan Magistrate, Borivali, Mumbai and there are Civil Suits as well pending.

5. The request made by both sides is that this private arrangement does not contravene the provisions of law or public policy. The Municipal Corporation and the State Government would not be affected nor would be required to surrender or compromise any of their powers or authority in law. This is an arrangement carved out by the petitioner/occupant and respondent No.3, who is going to redevelop the property and between whom there were legal proceedings already pending. The underlying disputes leading to these legal proceedings having been settled amicably by prolonged negotiations and discussions, a request is made to allow the pending proceedings to be disposed of by consent and to then record the arrangement as presented before this Court.

6. Having carefully perused the Consent Terms and the Clauses thereof and finding that these Consent Terms put an end to a prolonged private dispute after the negotiations and discussions resulted into an agreement being reduced into writing, we find that the arrangement does not contravene the

provisions of law or public policy, as the Consent Terms do not require any of the statutory authorities to surrender their power or compromise with their position in any manner. In the circumstances, these Consent Terms are taken on record.

7. They are marked “X” for identification.

8. The writ petition is disposed of, as far as the petitioner and respondent No.3 are concerned, in terms of the these Consent Terms. Since the Consent Terms are taken on record and after the necessary satisfaction of this Court, the writ petition is dismissed as against respondent Nos.1 and 2. The writ petition is also dismissed as against respondent Nos.4 to 18. There will be no order as to costs.

9. Ad-interim/interim order, if any, in the writ petition, does not survive in the light of disposal of the writ petition.

(B.P. COLABAWALLA, J.)

(S.C. DHARMADHIKARI, J.)