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

NOTICE OF MOTION NO.297 OF 2019  
IN  
SUIT NO.537 OF 2014

Dr.Dale A. D'Mello & Ors. ...Applicants

**IN THE MATTER BETWEEN :**

Dr.Dale A. D'Mello & Ors. ...Plaintiffs

V/s.

Ivor P. D'Mello ...Defendant

Mr.Denzil D'Mello I/b S.Mahomedbhai & Co. for the Applicants / Plaintiffs.

Mr.Ratnaveer Singh for the Respondent / Original Defendant.

**CORAM : R.D. DHANUKA, J.**

**DATE : 1ST FEBRUARY, 2019.**

**P.C. :-**

1. Learned counsel for the defendant has no objection if this notice of motion is made absolute in terms of prayer clause (a). He however, states that there are possibilities of out of Court settlement between the parties and thus if any Leave and License Agreement is executed in favour of third party, it shall be made clear in the said Leave and License Agreement that such licensee will have to vacate upon receipt of two months' advance notice of termination and for vacating the premises. The statement is accepted.

2. The notice of motion is made absolute in terms of prayer

clause (a). It is however made clear that the plaintiff no.3 shall mention in the said Leave and License Agreement that if the parties to this suit settle the dispute, the licensee would be issued two months' advance notice for termination of the Leave and License Agreement and to vacate the premises in question, the licensee shall accept such clause under the Leave and License Agreement.

3. It is made clear that the initial period of such license can be for a period of two years with locking period of 11 months. If the matter is not settled, the Leave and License Agreement would be for a period of two years. If the new licensee seeks to vacate the premises before expiry of locking period or before expiry of two years, the plaintiff no.3 would execute a fresh Leave and License Agreement which shall not be more than two years from the date of such a situation.

3. The defendant undertakes to file the Vakalatnama in favour of the new advocate within one week from today. The undertaking is accepted.

4. The notice of motion is made absolute in aforesaid terms.

5. All the parties to act on the authenticated copy of this order.

**(R.D. DHANUKA, J.)**