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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO. 403 OF 2018**

Shri Dashrathlal Lalludas Shah & Anr. Applicants
V/s
Mohanlal Ganshamdas Kukreja
(Since deceased)
Renu Mohanlal Kukreja and Anr.Respondents

**ALONGWITH
CIVIL APPLICATION NO. 197 OF 2019
IN
CIVIL REVISION APPLICATION NO. 403 OF 2018**

Renu Mohanlal Kukreja and Ors.Applicants.
(Original Plaintiffs)
In the matter between

Shri Dashrathlal Lalludas Shah & Anr. Applicants
V/s
Mohanlal Kukreja (since deceased)
Renu Mohanlal Kukreja and Anr.Respondents

**ALONGWITH
CIVIL REVISION APPLICATION NO.461 OF 2018**

Mohanlal Ghanshamdas Kukreja (since deceased)
Through LR
Smt. Renu Mohanlal KukrejaApplicant.
V/s
Shri Dashrathlal Lalludas Shah & Anr. Respondents.

Mr S.I. Shah i/b S.I. Shah & Co. for the Applicants.
Sm. R.D. Khosla for Respondent No.2 in CRA No. 403 of 2018 and for
the Applicants in CRA No.461 of 2018.

CORAM: NITIN W. SAMBRE, J.

DATE: JANUARY 22, 2020

P.C.:-

1] In the Court of Small Causes at Mumbai, R.A.E. and R. Suit No.955-2921 of 1988 for recovery of possession from Defendants and for recovery of arrears came to be initiated. The said suit came to be partly decreed with costs. In the said suit following prayers were made:-

“a) That the Defendants No.1 and 2 be ordered and decreed to quit, vacate, and deliver to peaceful and vacant possession of the said premises namely room no.208-B on 2nd floor of Commercial Chamer situated at 72/80 Nagdevi Cross Lane, Bombay to the Plaintiffs forthwith.

aa) that the Defendant Nos. 1 &2 be ordered and decreed to pay to the Plaintiffs a sum of Rs 1891.20 20 being the arrears of rent and permitted increases from 1-01-1987 to 30-06-1988 i.e. date of filing hereof and decreed to pay to the Plaintiffs further rent and permitted increases from the date of filing of the suit till the date of decree for possession and further mesne profits from the said decree till such date as the Plaintiffs actually recover possession of the suit premises from the Defendants and inquiry under Order 20 Rule 12 of Civil Procedure Code:

ab) the Defendants Nos. 1 & 2 be ordered and

decreed to pay to the Plaintiffs a sum of Rs 25,282.40, being balance arrears of compensation in respect of the suit premises from 1-07-1988 detailed in Exhibit-1 to the suit.

ac) this Hon'ble Court be pleased to expedite the hearing of this suit and trial, hearing and final disposal of the suit be disposed of expeditiously.

b) The Defendants be ordered and decreed to pay to the Plaintiffs costs of the suit.

c) Such further and other order be passed and reliefs be granted as may be expedient.”

2] Feeling aggrieved, Defendants/Respondents preferred an appeal being Appeal No.73 of 2013 in which cross-objection was also preferred by the landlord.

3] The said appeal preferred by the tenant came to be dismissed, whereas cross objection came to be allowed. As such, Revision Application No.403 of 2018 is preferred by tenant and Civil Revision Application No.461 of 2018 is preferring by landlord, questioning the judgments delivered by both the courts below.

4] During the course of hearing of both these Revision Applications,

pending Civil Applications, Interim Applications therein, parties claimed to have reached settlement and have tendered consent terms/agreement in accordance with provisions of Order XXIII Rule 3 of the Code of Civil Procedure and as such, prayer is made for compromising the claim. This settlement, which compromises the proceedings, is signed by respective attorneys, as are constituted by parties and their claim of being acting in the capacity of attorneys is substantiated by true copies of Deed of Power of Attorney executed in their favour, which are certified to be true copies.

5] Parties, when put to notice, agreed to terms of Consent Deed entered into between them. Ravi Mohanlal Kukreja, Constituted Attorney for and on behalf of Renu Mohanlal Kukreja acknowledges receipt of possession. The original Defendant/Tenant has consented for withdrawal of Rs 2 lakhs deposited in Small Causes Court towards arrears to be withdrawn by landlord. The compromise/agreement arrived at, appears to be in tune with the claim put-forth and in the bonafide interest of both the parties.

6] As such, compromise is accepted. Decree be drawn accordingly.

Both these Civil Revision Applications stand disposed of in terms of the compromise arrived at. The terms of settlement and true copies of identity cards of Power of Attorney holders and that of Deeds of Power of Attorneys are taken on record and marked consolidatedly as “X” for the purpose of identification.

7] As a consequence of disposal of Civil Revision Applications in the above terms, Pending Civil Applications/Interim Applications, if any, stand disposed of.

(NITIN W. SAMBRE, J.)