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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**APPEAL FROM ORDER NO. 306 OF 2021  
WITH  
INTERIM APPLICATION NO. 3653 OF 2020  
WITH  
INTERIM APPLICATION NO. 2709 OF 2021**

Madhukar Bhaskar Meher & Ors. ... Appellants.  
Vs  
Municipal Corp. of Gr. Mumbai & Ors. ... Respondent

Mr. Surel Shah a/w Mr. Sunil Gangan and Mr. S.M.Seegorla i/b RMG  
Law Associates for the Appellants.

Mr. N.V.Walawalkar, Sr. Advocate a/w Smt. Madhuri More for the  
Respondent No.1 (MCGM)

Mr. Viraj Maniar a/w Ms. Snehal Patil i/b Maniar Srivastava Associates  
for Respondent Nos.2,3.

**CORAM : A.S.GADKARI, J.  
DATE : 8<sup>th</sup> OCTOBER, 2021**

**P.C. :**

1           The appellants are the tenants in the suit premises owned by  
Respondent No.2. Respondent No.3 has agreed to accommodate the  
Appellants in his another property by providing permanent alternate  
accommodation in lieu of the present tenanted premises of the Appellants.

2.           In view of the deliberation which took place in the Court ere  
to this, the Appellants and Respondent Nos.2 and 3 have entered into

Consent Terms dated 27<sup>th</sup> September, 2021. The said Consent Terms are duly signed by the Appellants, Respondent No.2 and partner of Respondent No.3. Their signatures have been identified by their respective Advocates. Photocopies of cheques issued in favour of the Appellants and other related documents are annexed to the said Consent Terms. The compilation of the Consent Terms is of 49 pages. Undertakings mentioned in the Consent Terms are accepted as undertakings given to this Court. The Consent Terms dated 27<sup>th</sup> September, 2021 are taken on record and marked “X” for identification.

3. Appeal from Order No.306 of 2021 is disposed off, in terms of the Consent Terms.

In view of disposal of Appeal from Order, itself Interim Application No.3653 of 2020 and Interim Application No. 2709 of 2021 do not survive and the same are accordingly disposed off.

4. At this stage, Mr. Walawalkar, learned senior counsel for Respondent No.1/ Corporation submitted that, the Corporation has already undertaken the process of demolition of the suit building and the Appellants herein, till date have not vacated the suit premises.

Learned Advocate for Respondent Nos.2 and 3, on instructions, submitted that, in pursuance of the Consent Terms dated 27<sup>th</sup>

September, 2021, necessary Agreements will be executed within one week from today.

Mr. Shah, learned counsel for the Appellants on instructions submitted that, the Appellants will vacate the suit premises within one week from the date of execution of necessary agreements.

5. In view thereof, it is made clear that, the occupation of the Appellants in the suit premises in the interregnum i.e. till they vacate the suit premises will be entirely at their own costs and consequences, including Civil and Criminal liability.

It is further made clear that, in the interregnum, if any untoward or unfortunate incident occurs and the suit structure collapses and causes harm to the life or limb and/or property to the adjoining structures and/or even to the passersby, the Appellants will be solely held responsible for the civil and/or criminal liability arising therefrom and the officers of Respondent Corporation are indemnified from it.

6. All the concerned to act on the basis of an authenticated copy of this Order.

**(A. S. GADKARI, J.)**