

Shailaja

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO.1615 OF 2021**

Shreeji Construction	]	Petitioner
Vs.		
Slum Rehabilitation Authority	]	
and others.	]	Respondents

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Mr. R.P. Ojha, for Petitioner.

Mr. Jagdish G. Aradwad (Reddy), Respondents No.1 to 3.

Mr. S. P. Shukla, for Respondent No.4.

Mr. Anand A. Pande, for Respondent No.5.

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**CORAM : K.K. TATED &
PRITHVIRAJ K. CHAVAN, JJ.**

DATE : 26th AUGUST, 2021.

P.C.

1. Heard learned Counsel for the parties.
2. Learned Counsel appearing on behalf of the petitioner submits that by this petition under Article 226 of the Constitution of India, the petitioner is seeking direction against respondents No.1 to 3 to implement the order dated 26th November, 2020 passed by respondent No.3 against respondent No.5 for vacating Hut No.206.

3. Learned Counsel appearing on behalf of the petitioner submits that matter is settled between the petitioner and respondent No.5. He submits that partner of petitioner as well as respondent No.5 are present in the Court. Partner of the petitioner and respondent No.5 entered into the witness box. They admitted the terms of the consent terms. Hence, the consent terms are taken on record and marked 'X' for identification. Those consent terms read thus;

CONSENT-TERMS

“The Petitioner and the Respondent No.5 have mutually settled the matter and are filing the Consent Terms to record the same before the Hon’ble High Court are as under:

1. The Petitioner hereby agrees to give to the Respondent No.5, a commercial premises admeasuring about 225 sq. ft. Carpet area in rehab building no.3 as Permanent Alternate Accommodation in lieu of the premises belonging to the Respondent No.5 being the Hut No.206 (as per Annexure-II) situated at CTS No.1110 (pt) and 1111 of Village Kandivali, Taluka – Borivali, MSD, Mumbai at M.G. Cross Road no.1, Kandivali (West), Mumbai – 400 067.

2. The Petitioner agrees to pay transit rent to the Respondent No.5, at the rate of Rs.25,000/- (Twenty-Five Thousand only) per month, until Permanent Alternate Accommodation, as is mentioned in paragraph No.1, is handed over to the Respondent No.5.

3. *The Petitioner agrees to pay in advance monthly transit rent, initially, for a period of 6 months commencing from 26th August, 2021 and has accordingly issued a cheques of Rs. 1,50,000/- vide cheques no. 264703 dated 26.08.2021 drawn on Cosmos bank, Malad (e) Branch, Mumbai – 400 097 calculated at the rate of Rs.25,000/- (Twenty-Five Thousand Only) per month on 26th August, 2021 to the respondent No.5.*

4. *The Respondent No.5 has handed over peaceful and vacant possession of the premises being the Hut No.206 (as per Annexure-II) situated at CTS No.1110 (pt) and 1111 (pt) of Village Kandivali, Taluka – Borivali, MSD, Mumbai at M. G. Cross Road No.1, Kandivali (West), Mumbai – 400 067 to the Petitioner after receiving the cheque, as is mentioned above in paragraph no.3, on 26th August, 2021.*

5. *The respondent no.5 undertakes to withdraw S.C Suit no.24 of 2020 filed by the respondent no.5 in the Bombay city Civil Court within a week from the date of execution of this Consent Terms.*

6. *The Petitioner is seeking leave to withdraw the present Petition against the Respondent No.1 to 4 in view of the consent terms.*

7. *That the Petition be disposed in terms of the consent terms.*

Mumbai, dated this 26th day of August, 2021.

(R.P. Ojha)

(Himmatlal Ganeshlal Kachhara)

Advocate for Petitioner

Partner of the Petitioner.

(Anand A. Pande)

(Nagina Subedar Singh)

Advocate for Respondent No.5

Respondent No.5

4. Writ Petition stands disposed of in terms of the consent terms.
5. Consent terms be treated as part and parcel of the proceedings as well as decree.
6. No order as to costs.

[PRITHVIRAJ K. CHAVAN, J.]

[K. K. TATED, J.]