

Vinita

IN THE HIGH COURT OF BOMBAY AT GOA.

WRIT PETITION NO. 158 OF 2022

DOMINGOS MASCARENHAS	...Petitioner.
VS	
RATNAKAR SUKDO NAIK	...Respondent.

Mr. S. Desai, Mr. N. Vaz and Ms. T. Menezes, Advocates for the petitioner.

Mr. A. D. Bhobe and Ms. S. Shaikh, Advocates for the respondent.

CORAM: G. S. KULKARNI, J.
DATE: 29 NOVEMBER, 2022.

P.C.:

1. This petition challenges an order dated 18 September 2020 passed by the learned Civil Judge, Junior Division, “B” Court Quepem, whereby Execution Application has been disposed of as dismissed on the basis of the consent terms dated 16 April 2020 as entered between the parties, under which parties had agreed that the respondent/ judgment debtor being tenant shall pay monthly rent of Rs.750/- under a receipt for initial period of three years commencing from 1 April 2014 and that after the expiry of period of three years the tenancy shall be renewed for further equal terms of three years in which case monthly rent shall be increased by 5%. It is such order which is assailed before this Court in the present proceedings.

2. On the earlier occasion, parties were heard and as the only issue involved was in respect of enhancement of the rent in the successive years, parties are before this Court in the present proceedings.

3. The learned Counsel for the parties have tendered consent terms under which they have agreed to settle the dispute, in the present proceedings in terms of what has been set out in clause (1) of the consent terms which are signed by the petitioner as also the respondent and also by their respective Advocates. For convenience consent terms as agreed are recorded which reads thus:

The parties have agreed to settle the above petition on the following terms:-

- 1) *Clause 2 of the Consent Terms/ Decree dated 16.04.2013 passed in Rent Case No 03/2013/B by the Court of Civil Judge Junior Division at Quepem – Goa, stands substituted as under:-*

“Defendant shall not submit change the user from general store. After expiry of 3 years, w.e.f. 01/04/2017, Defendant shall pay enhanced rent, at the rate of 10% per annum i.e Rs. 825/- (Rs. 750 + 10%) for the period 01.04.2020 till 31.12.2022. With effect from 01.01.2023, every year, the Defendant shall pay enhanced rent at the rate of 10% on the last paid rent in the previous year. For the purpose of clarity, the rentals payable from 01.01.2023 are stipulated which pattern/formula shall be followed every year. The rentals shall be paid on or before the 5th day of the relevant month i.e rental for the month of January 2023 shall be paid on or before 05.01.2023. Subject to timely payment of rent agreed to

herein, the term shall stand renewed for a further period of 3 years at a time based on the same enhanced rent formula of 10% per annum .”

<i>Sr. No.</i>	<i>Period</i>	<i>Amount</i>
1.	01/04/2014 to 31/03/2017	Rs. 750/- Per month
2.	01/04/2017 to 31/12/2022	Rs. 825/- (750 + 10%) Per month
3.	01/01/2023 to 31/12/2023	Rs. 907.5/- (825 + 10%) Per month
4.	01/01/2024 to 31/12/2024	Rs. 998/- (907.5 + 10%) Per month

4. There is no dispute with regard to signatures as made on the consent terms as the signatures of the parties are identified by their respective Advocates. Parties are also stated to be present in Court. Consent terms are accordingly taken on record and marked “X” for identification.

5. Petition is disposed of in terms of the consent terms.

6. Petitioner is permitted to withdraw the rent amount as deposited before the Executing Court.

7. In the event there is any deficit, the same shall be paid within a

period of four weeks from today.

8. Disposed of. No cost.

G. S. KULKARNI,J.

VINITA VIKAS NAIK Digitally signed by VINITA VIKAS
NAIK
Date: 2022.12.07 18:47:40 +05'30'