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

WRIT PETITION NO.116 OF 2019

Mr. Anil Amarchand Dalmiya

...Petitioner

Versus

Mrs. Priti Sandeep Patel

...Respondent

Ms. Kainaz Irani, Mr. Gobinda C. Mohanty i/b. M/s. Mohanty & Associates,
for the Petitioner.

Mr. Nikhil Patil i/b. Mr. Dhananjay Mahamuni, for the Respondent.

Mr. Anil A. Dalmiya, Petitioner present in person.

Mr. Shashikant Patel, Constituted Attorney of Respondent – present.

CORAM : MADHAV J. JAMDAR, J.

DATED : 23rd DECEMBER 2022

PC. :

1. Heard Ms. Kainaz Irani, learned Advocate appearing for the
Petitioner and Mr. Nikhil Patil, learned counsel appearing for the
Respondent.

2. Both the learned counsel tender consent terms dated 23rd
December 2022. The consent terms are executed by the Petitioner and
Constituted Attorney of the Respondent. Both of them are present in
the Court. Consent terms also bear signature of the Advocate of the
Petitioner and Advocate of the Respondent and both of them identified
the signature of Petitioner and Constituted Attorney of the Respondent

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respectively. The Petitioner – Mr. Anil A. Dalmia and constituted attorney of Respondent viz. Shashikant Patel who are present in Court confirm that the Consent Terms are drawn as per the compromise arrived at between the Petitioner and the Respondent. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms read as under :

“CONSENT TERMS

- (1) That the Petitioner agrees and undertakes to this Hon'ble Court that the Petitioner shall vacate the Application Premises viz. Flat No.2, 1st Floor, Su-Prabhat Co-operative Housing Society Ltd., 76, Warden Road, Mumbai -400 026, on or before 28th February, 2023 and handover the quiet and peaceful possession of the Application Premises to the Power of Attorney holder of the Respondent i.e. Mr. Sanjay Ghuge (713564885319).
- (2) That the Petitioner agrees and undertakes to this Hon'ble Court that Petitioner shall handover the rent upto 28th February, 2023 as suggested by the Hon'ble High Court, amounting to a sum of Rs.32,84,754/- [Rupees Thirty Two Lakh Eighty Four Thousand Seven Hundred Fifty Four only] on or before 12th January, 2023 by RTGS payment to the Bank Account of the Respondent, which is as follows:-
Name: PRITI PATEL,
Bank name:INDUSIND BANK,

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ACCOUNT NO.:100027028976,
IFSC CODE-INDB0000155.

- (3) That the Petitioner agrees and undertakes to this Hon'ble Court that Petitioner shall deposit the TDS amounts (deducted @ 30.09%) of Rs.41,94,546/-[Rupees Forty One Lakh Ninety Four Thousand Five Hundred Forty Six Only] with the Income Tax Authority to the credit of the income tax account of the Respondent on or before 10th February, 2023 and handover TDS challan to the Power of Attorney holder of the Respondent i.e. Mr. Sanjay Ghuge on or before 17th February, 2023.
- (4) In view of the above settlement and subject to the compliance of the same, the Respondent will not claim any further amount from the Petitioner nor initiate any proceedings before any court or tribunal against the Petitioner in respect of the above application premises. Further, it is made clear that no person claiming to have rights, in respect of the application premises, if any, can claim any amount from the Petitioner.
- (5) The Petitioner further agrees and undertakes that, in case, there is any default, in payment of TDS by the Petitioner, if there is any penalty from Income Tax Department for the said default, then Petitioner undertakes to pay the said penalty.
- (6) The Petitioner has agreed that the Petitioner shall vacate and handover the possession of Application Premises viz. Flat No.2, 1st Floor, Su-Prabhat Co-operative Housing Society Ltd., 76, Warden Road, Mumbai - 400 026, on or before 28th February,

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2023. However if there is any default on the part of the Petitioner to handover the vacant possession of the Application Premises to the Power of Attorney Holder of the Respondent on or before 28.02.2023, then the Court Receiver, High Court, Bombay will take the possession of the Application Premises viz. Flat No.2, 1st Floor, Su-Prabhat Co-operative Housing Society Ltd., 76, Warden Road, Mumbai-400 026 on 31.03.2023 soon thereafter and hand over the possession of the Application Premises to the Power of Attorney holder of the Respondent i.e. Mr. Sanjay Ghuge and then the Respondent is also at liberty to execute the order dated 15.02.2018 passed by the Competent Authority, Konkan Division, Mumbai.”

3. The undertakings in the Consent Terms are accepted.
4. In case, the Court Receiver is required to be appointed as per clause 6, then the Respondent will bear the cost and charges of the Court Receiver.
5. Writ Petition is disposed of in terms of Consent Terms and in above terms with no order as to costs.

[MADHAV J. JAMDAR, J.]