

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

FIRST APPEAL NO. 423 OF 2014

Sunder K. Shetty (since deceased) :

1(a). Prema Chowta wd/o. Sunder

Chowta and ors.

.... Appellants

v/s.

Ramashankar Chandrikaprasha Mishra and anr.

.... Respondents

Mr. A.G. Revankar for the Appellants.

Mr. Omprakash Pandey a/w. Prajapati Pramila h/f.

M/s. Pandey and Co. for the Respondents.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 27th JULY, 2022.

P. C. :-

. Learned counsel for the Appellant states that Respondent No.2 has expired and that Appellants do not wish to proceed against the legal representatives of Respondent No.2. Necessary entry be made in the cause title as against the name of Respondent No.2. Cause title be amended accordingly.

2. The Appellant Nos.1A to 1D as well as Respondent No.1 are present along with their respective counsel. They have stated that they have settled the matter amicably. They have placed on record consent terms which reads thus :-

- “ 1. That all the disputes between the Appellants and the Respondents is amicably settled in the terms of this consent terms.*
- 2. That by consent the appellants withdraw First Appeal No. 423 of 2014 against the respondent no. 2 Hanuman Prasad Chanrika Prasad Mishra who died on 12.08.2021 at his native place Prayagraj Uttar Pradesh .*
- 3. By consent of the parties the Judgment and Decree dated 21.02.2014 passed by City Civil Court Dindoshi Mumbai in Suit No. 2086 of 2003 is confirm and the appellants herein have agreed to surrender their tenancy right and hand over vacant peaceful possession of Suit premises to the respondent no. 1 i.e. business of Panpatti carried of from the front portion of Shop No. 7 , Ground Floor, Maratha Bhavan, Subhash Road, Vile Parle (East) Mumbai – 400057 bearing Adani Electricity Account No. 102317544 , Tariff –LT II(A) , Meter number 7356504 and Tariff –LT II(A) , Meter number 10249330 and bearing Bombay Shops and Establishment Registration No. KE004174 stands in the name of Sunder K. Shetty Nityanand Bidi Shop.*
- 4. The respondent no. 1 is paid a sum of Rs. 2,00,000/- by Demand Draft No. 953684 dated 15.06.2022 drawn on State Bank Of India , Vile Parle (East) Branch, Mumbai being the full and final compensation charges to the appellants in the name of Smt. Prema Sunder Chowta wd/o. Sunder Chowta and appellants no. 1(b), 1(c) and 1(d) are consenting for the same for handing over vacate and peaceful*

possession of the Suit Premises to the respondent no. 1 on signing of this consent terms.

5. *That the appellants agreed and undertakes that appellants themselves, their family members and/or any person or claiming through or under them shall not claim in future any right, title, interest and claim against the respondent no. 1 in respect of the Suit Property.*

6. *The appellants have also no any objections if, the respondent no. 1 will get benefit of alternate premises under the redevelopment scheme and /or SRA scheme which may be implemented and/or constructed by Builder and/or Authorities concerned.*

7. *That all the disputes between the Appellants and the Respondent is amicably settled in the terms of this consent terms. By consent the appellants withdraw first Appeal No. 423 of 2014 against the respondents. Also, all other old suits S.C. Suit no. 5920/1978, L.E. & C. Suit no.401/494 of 1984, and S.C. Suit no. 1446 of 1984, or any other suit related to the said premises also stands settled. Post signing this consent terms neither Appellants or their family members nor Respondents or their family members will file any suit related to the said suit premises or asking for any compensation/damages/court fees, settlements, etc. Both parties will not file any other matter related to the suit premises and all other suits from 1978 to till date will stand settled with this consent terms.*

8. *The parties hereby withdraw all the allegation with each other and declare that present consent terms is executed without any*

pressure, coercion and out of prevail.

9. *The appellants under takes to this Hon'ble Court to remove all their articles, things and belongings from the Suit Premises and forthwith hand over the possession to the respondent no. 1 on signing of this Consent terms. ”*

3. The consent terms are duly signed by the Appellant Nos.1A to 1D and the power of attorney holder of Respondent No.1. The respective parties have confirmed the contents of the consent terms. Since the terms are agreeable to the parties, the same are taken on record and marked as 'X' for identification along with the copy of the power of attorney executed by the Respondent No.1 in favour of his son – Mr. Rakesh Kumar Mishra. Statement made in the Consent Terms are accepted as an undertaking to the Court.

4. Appeal stands disposed of as per the Consent Terms.

PREETI
H
JAYANI

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by PREETI H
JAYANI
Date: 2022.08.04
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(SMT. ANUJA PRABHUDESSAI, J.)