

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

WRIT PETITION NO. 6071 OF 2021

Ms. Sangita Sanjaykumar Jhunjhunwala	 Petitioner
v/s.	
Mr. Anant Kaduba Virshid	 Respondent

Mr. Prathmesh Chanchad for the Petitioner.
Mr. Jamam Shah i/b. Prakash and Co. for the Respondent.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 14th OCTOBER, 2022.

P. C. :-

. Learned counsel for the Petitioner and the Respondent states that the parties have arrived at an amicable settlement. They have placed on record the Consent Terms which reads thus :-

“ 1) That, by virtue of present Writ Petition the Petitioner has challenged the Order dated 3rd August, 2021, passed by the Additional Commissioner, Konkan Division in Appeal bearing No. MRCA/REV/210/2021 under Section 44 of the Maharashtra Rent Control Act, 1999.

*2) That, the **Subject Premises** in question is a flat admeasuring 1,950 square feet bearing no. A-3808, located on the 38th floor of Tower “A” in the building known as ‘Omkar Alta Monte’, situated at Western Express Highway, Malad (East), Mumbai – 400 097, which was provided to the present Petitioner under Leave & License Agreement dated 14/06/2018.*

3) *That, the Petitioner has handed over quiet, vacant, peaceful and physical possession of the Premises to the Respondent thereby complying in accordance with the instructions of this Hon'ble Court on 1st October, 2021 between 1-2 p.m. in the presence of the Superintendent/Execution Officer, an authorised representative from the office of the Competent Authority, Rent Control Act Law Court, Konkan Division, Mumbai and the same has been acknowledged by the Respondent.*

4) *That, the Petitioner and Respondent have cordially ascertained to resolve the dispute arising out of the Subject Premise by virtue of amicable settlement. Therefore, under the amicable settlement the Petitioner agrees to pay monetary consideration of Rs. 12,96,267/- (Rupees Twelve Lakh Ninety-Six Thousand Two Hundred Sixty-Seven Only) as full and final settlement.*

5) *The Petitioner and Respondent cordially state and submits that, due to unavoidable circumstances and their respective obligations present Consent Terms shall be executed by the Power of Attorney (POA) Holders duly appointed by the Petitioner and Respondent in their individual capacity as their representatives to execute present consent terms before this Hon'ble Court in lieu of the amicable settlement described herein and the same shall be unconditionally binding upon the Petitioner and Respondent herein named. Further, present consent terms have been read, explained and interpreted to the Petitioner and Respondent and their (POA) Holders respectively. Therefore, these presents have been executed by the POA holders in the presence of their respective Attorneys and the same shall be binding upon the Petitioner Respondent in entirety.*

6) *The Petitioner undertakes to pay a sum of Rs. 10,00,000/-*

(Rupees Ten Lakh Only) by way of Demand Draft issued in the name of Respondent before this Hon'ble Court, which together with a sum of Rs. 46,297/- (Rupees Forty-Six Thousand Two Hundred Ninety-Seven Only) being TDS, aggregating to Rs. 10,46,297/- (Rupees Ten Lakhs Forty-Six Thousand Two Hundred Ninety-Seven Only). Further, the Petitioner submits to have paid Rs. 46,297/- (Rupees Forty-Six Thousand Two Hundred Ninety-Seven Only) being the TDS payable on the monetary consideration in lieu of disputed rent of the **Subject Premise** thereby agreeing to this Hon'ble Court to furnish the requisite TDS Certificate in respect thereof, simultaneously with the execution of this Consent Terms. The Petitioner submits that, present Respondent shall retain monetary consideration of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) paid by the Petitioner to the Respondent as security deposit under the aforesaid Leave and License Agreement for the Subject Premise. The aforesaid security deposit of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) is adjusted/appropriated against the balance of the amount payable by the Petitioner to the Respondent under the present settlement and the Respondent shall not be liable to refund/return the aforesaid security deposit (Rs. 10,00,000/- (Demand Draft) + Rs. 46,297/- (TDS) + Rs. 2,50,000/- (security deposited adjusted) = Rs. 12,96,267/-). Thereby, realizing entire components of monetary consideration of Rs. 12,96,267/- (Rupees Twelve Lakh Ninety-Six Thousand Two Hundred Sixty-Seven Only) in full and final settlement. The Petitioner hereby unconditionally authorise the Respondent to deposit the aforesaid Demand Draft and upon the same being presented to the bankers of the Petitioner, the Petitioner should see that the same being cleared by her banker.

7) The Respondent herein named unconditionally acknowledges the payment component described herein and unconditionally agrees to execute the present Consent Terms before this Hon'ble

Court simultaneously against accepting payment of the balance of the amount under the settlement i.e. Rs. 10,00,000/- (Rupees Ten Lakh Only), which together with Rs. 46,297/- (Rupees Forty-Six Thousand Two Hundred Ninety-Seven Only) being the TDS, aggregating to Rs. 10,46,297/- (Rupees Ten Lakhs Forty-Six Thousand Two Hundred Ninety-Seven Only) being the final component of monetary consideration by way of Demand Draft issued in the name of Respondent before this Hon'ble Court.

8) It is agreed by and between the parties hereto that, on Petitioner handing over the Demand Draft of Rs. 10,00,000/- (Rupees Ten Lakh Only) together with the TDS Certificate of Rs. 46,297/- (Rupees Forty-Six Thousand Two Hundred Ninety-Seven Only) to the Respondent, the Petitioner is said to have complied in accordance with the present consent terms thereby fulfilling its obligations in entirety. Therefore, in view of present consent terms the Respondent unconditionally undertakes to refrain from initiating execution of order dated 26/02/2021 in Case No. 93 of 2020 adjudicated by the Hon'ble Competent Authority, Konkan Division at Bandra, Mumbai.

9) That, in view of the present settlement as described herein and upon executing present consent terms the Petitioner and Respondent unconditionally undertake to withdraw the law suits, if any, filed and pending pursuant to reliefs sought against each other within a period of 7 days from the date of executing these presents and further undertake to not initiate any litigation seeking the same and/or alternate reliefs related to present subject matter in future.

10) The Respondent unconditionally submits to have resolved the dispute amicably with the Petitioner. Thereby, acknowledging the receipt of payment towards full and final settlement as mentioned herein. Further, acknowledges that Petitioner has paid monetary

consideration in accordance with the terms and conditions mentioned herein. Therefore, no dues are pending towards the Subject Premise thereof. ”

2. The Consent Terms are signed by the respective power of attorney of the Petitioner and the Respondent. Copy of the power of attorney is placed on record. The power of attorney of the Petitioner as well as the Respondent are present before the Court. They have identified their signatures and confirmed the contents of the Consent Terms. The power of attorney of the Petitioner has handed over Demand Draft of Rs.10,00,000/- to the power of attorney of the Respondent. Hence, the Consent Terms along with all annexures are taken on record and marked as 'X' for identification. The statement made in the Consent Terms are accepted as an undertaking to the Court.

3. Petition stands disposed of as per the Consent Terms.

PREETI
H
JAYANI

Digitally signed
by PREETI H
JAYANI
Date: 2022.10.18
16:54:38 +0530

(SMT. ANUJA PRABHUDESSAI, J.)