

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

WRIT PETITION NO.13545 OF 2018

Sadhana Pralhad Deshmukh & Ors. ..Petitioners
Versus
Mahant Kaushalendra Dasji & Ors. ..Respondents

Mr. Prasad B. Kulkarni, for the Petitioners.
Mr. Yogesh B. Dandekar i/by Harshita B. Jangid, for the
Respondent No.1.

CORAM : NITIN W. SAMBRE, J.

DATE : 13th JULY, 2022

P.C.

1. Challenge in the petition is to the order passed by the Maharashtra Revenue Tribunal, Mumbai delivered on 20th October, 2018 passed in Revision Nos.249 of 2018 and 250 of 2018

2. The petitioners claimed to have purchased the suit property from respondent Nos.2 to 6 and the respondent No.1 is claiming to be having tenancy right over the same.

3. All the petitioners are personally present in the Court and have established their identity by producing their respective identify cards, so also the respondent No.1. Counsels for respondent No.1 and the petitioners identify

the respective parties. In response to the Court's query, petitioners and respondent No.1 inform that the consent terms are signed after understanding the contents therein and are admitted.

4. As such, parties hereto claimed to have settled *inter-se* dispute amongst themselves. Consent terms duly executed on 13th July, 2022, *inter-se* between the petitioners and respondent No.1 i.e. contesting parties is taken on record and marked "X" for identification.

5. In response to Court's query, respondent No.1 claims that he has received compensation in lieu of settlement and acknowledges receipt of three cheques as are reflected in paragraph 4(k) of the consent terms.

6. In the aforesaid background, since for consideration respondent No.1 has given up his claim in the suit property as that of tenant, the present petition stands disposed of as per the consent terms.

[NITIN W. SAMBRE, J.]