

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

**CIVIL REVISION APPLICATION NO.247 OF 2022
WITH
INTERIM APPLICATION NO.17278 OF 2022
IN
CIVIL REVISION APPLICATION NO.247 OF 2022**

Mrs. Shalini Sharad Purav deleted
since deceased through heir-
1-Ashish Vamanrao Patil deleted
since deceased through heirs-
1(a) Vaishali Ashish Patil and Ors.

...Applicants

Versus

Manilal Pasu Gala

...Respondent

....

Mr. Nitin Gangal with Mr. Nachiket Kuladkar for the Applicants.
Mr. Sandip J. Ghogare for the Respondent.
All parties are present before the Court.

CORAM: SMT. ANUJA PRABHUDESSAI, J.

DATED : 10th OCTOBER, 2023.

P. C. :-

1. The Respondent herein had filed R.A.E. Suit No.573/921 of 2013 for eviction on the ground of 'non user' before the Small Causes Court, Mumbai. Said Suit was decreed on 07/10/2019. The Appeal filed before the Appellate Bench of Small Causes Court, Mumbai was dismissed on 11/03/2022. Being aggrieved by these two orders the Applicants-tenants have filed this revision application.

2. It is stated that during the pendency of this application, parties have arrived at an amicable settlement. They have placed on record the consent terms, which read thus:-

- “i. The Applicants agree and confirm to the judgment, order, and decree dated 07.10.2019, passed by Ld. Small Causes Court, Mumbai in R.A.E. Suit No. 573/921 of 2013 which was confirmed by the judgment, order, and decree dated 11.03.2022, passed by Ld. Appellate Bench of Small Causes Court, Mumbai in Appeal No. 431 of 2019.
- ii. The possession of the suit premises i.e., Room No. 1A, ground floor, Samarth Bhavan, S.K. Bole Road, Dadar, Mumbai – 400 028 (hereinafter shall be referred to as **“the suit premises”**) has already been handed over by the Applicants to the Respondent on 04.08.2022 in the execution of the said decree. The Applicants state that they hereby relinquish all their right, title, and/or interest in respect of the suit premises in favour of the Respondent. The Applicants have no future claims of whatsoever

nature against the Respondent as the present consent terms constitute full and final settlement of the entire dispute in the present Petition between the parties.

- iii. In lieu of the terms B (i) and (ii) above, the Respondent has issued a cheque dated 09.10.2023, bearing No. 249946 drawn on The Cosmos Co-Operative Bank Ltd. in favour of Applicant No. 2, amounting to Rs. 12 Lakhs (Rupees Twelve Lakhs Only) as and by way of compensation, subject to its realization. The said compensation of Rs. 12 Lakhs would be deemed to have been paid to all the Applicants although the cheque is drawn in favour of Applicant No. 2, Applicant Nos. 1 (a, b, and c) have no qualms or claims about the cheque being drawn in favour of Applicant No. 2.

3. The Applicants as well as the Respondent are present before the Court. They have identified their signatures on the consent terms and have confirmed the contents of the consent terms. The Applicants have received cheque of Rs.12,00,000/- from the Respondent -Plaintiff

drawn in favour of Applicant No.2.

4. Since the parties have settled the matter amicably, revision application stands disposed in view of the consent terms.

5. Interim application(s), if any, stand (s) disposed of.

(SMT. ANUJA PRABHUDESSAI, J.)

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signed by
MEGHA
SHREEDHAR
PARAB
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