

Dusane

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

**WRIT PETITION NO.10663 OF 2019
WITH
INTERIM APPLICATION (ST.) NO. 1006 OF 2022**

Hasmukh Lakhmi Mota & Ors. ...Petitioners

V/s.

The Hon'ble Revenue Minister & Ors. ...Respondents

Mr. Jitendra Ranawat for Petitioners.

Mr. Akshay Shah for Respondent Nos. 4 and 5.

Mrs. Vaishali S. Nimbalkar, AGP for State-
Respondent Nos. 1 and 2

Mr. P.D. Dalvi heirs and LRs of Respondent No. 3.

**CORAM: MADHAV J. JAMDAR, J.
DATE: 14th September 2023**

P.C.:

- 1.** At the outset, Mr. Ranawat, learned Counsel appearing for the Petitioners seeks leave to implead heirs and legal representatives of Respondent No.3 as parties to the present petition. Accordingly, leave as aforesaid is granted. Amendment be carried out forthwith. Re-verification is dispensed with.
- 2.** Heard Mr. Ranawat learned Counsel appearing for the Petitioners, Mr. Dalvi, learned Counsel appearing for the heirs and legal representatives of deceased- Respondent No.3 i.e.

Respondent Nos.3(a) to 3(e) and 3(f)(i) and Mr. Shah, learned Counsel appearing for Respondent Nos. 4 and 5 and Mrs. Nimbalkar, learned AGP appearing for Respondent Nos.1 and 2.

3. Learned Counsel appearing for the contesting parties state that the dispute between the parties is settled amicably. All of them state that accordingly the consent terms have been executed by the parties.

4. The Petitioner No.1-Hasmukh Mota and Mr. Bipin Gothi, Constituted Attorney of the Petitioner No.2 are personally present in Court. The Respondent No.3(c)-Rohidas Suresh Masane, who is Constituted Attorney of Respondent Nos.3(a), 3(b), 3(d), 3(f)(i) is personally present in Court. Respondent No.3(e)-Naresh Suresh Masane and Respondent No.4-Gurunath Masane are personally present in Court. Respondent No.5's Constituted Attorney Mr. Suleman Chaki is also personally present in Court. All the Parties or their Constituted Attornies present in Court state that the dispute between them is settled in terms of the consent terms and that they have signed the consent terms. The consent terms are signed by all the parties to the Writ Petition either personally or through their respective constituted attorneys. Their signatures are identified by the learned Advocates appearing for the respective parties.

5. The power of attorney executed by the Petitioner No. 2 in

favour of Mr. Bipin Ranchhod Gothi, power of attorney executed by Respondent Nos. 3(a), 3(b), 3(d) and 3(f)(i) in favour of Respondent No. 3(c)-Rohidas Suresh Masane as well as power of attorney executed by Respondent No.5 in favour of Suleman Chaki are annexed to the consent terms.

6. Accordingly, the consent terms are taken on record and marked 'X' for identification. The consent terms reads as under:

"CONSENT TERMS"

1. That the Petitioners filed the abovesaid Writ Petition challenging the impugned Judgement and Order dated 31.7.2019 passed by the Hon'ble Minister for Revenue, Mantralaya, Mumbai passed in RTS-2818/ Case No. 136/ J-4A, arising out of Judgement and Order dated 5.1.2018 passed by Additional Commissioner, Konkan Division, Mumbai, passed in Appeal / Desk/ LNA/ 519/ 2017 arising out of Order dated 28.7.2016 passed by the Collector, Thane passed in Proceeding in LNA-1 (B)/ Case No. 152/2014.

2. The Petitioners applied for permission for construction in the land in Survey No.133, Plot Nos.1 to 41 total area 16,680.00 sq. mtrs. of village Bandhivali, Taluka Karjat, District Raigad and by the order dated 28.7.2016, the permission was granted with a condition that the Petitioners shall kept access to the other agriculturists who have their lands in the interior part of the abovesaid Survey Number and lay out shall be made accordingly. The said condition was

put at Sr. No. 8 of the conditions of the said order.

3. The Petitioners are ready and willing to keep access road of 74 mtrs. in length and 6 mtrs. in width of total 444 mtrs. as an approach road from The Petitioners and Respondent No. 4's and Respondent No 5's has given an egress and ingress to the Respondent Nos. 3 from the land bearing Survey Number 133/0 to the land of the Respondent No. 4 and Respondent No 5's land bearing survey number 14/2 from where the road continues to the Respondent No. 3's land at S. No. 14/5 of Village Bandhivali, Taluka Karjat, District Raigad. The parties herein have executed registered Agreement for sale dated 30.11.2022 and 23.01.2023 for access of the roads. ***Both the Agreements Index II are annexed herein and marked as Exhibit "1"***

Colly. The Petitioners are hereby agreed unconditionally that the Petitioners have no objection of whatsoever nature to use the abovementioned road as ingress and egress to approach the land in S. No.14/5 of Village Bandhivali, Taluka Karjat, District Raigad. The Petitioners are also agreed that they have no objection whatsoever or their heirs, legal representatives, successors and/or any other person or persons on their behalf from using the said road for vehicular movement and use the same for Respondent No. 3, his agents, servants, representatives or any other person or persons on their behalf. The Petitioners are also agreed that in case the abovementioned Survey No.14/5 of village Bandhivali is given for

development to any third party, then the Petitioners have no objection to use the said road by the said third party.

4. It is hereby agreed and confirmed by and between the parties hereto that Judgement and Order dated 31.7.2019 passed by the Hon'ble Minister for Revenue, Mantralaya, Mumbai passed in RTS-2818/Case No. 136/ J-4A and Judgement and Order dated 5.1.2018 passed by Additional Commissioner, Konkan Division, Mumbai, passed in Appeal / Desk/ LNA/ 519/ 2017 are hereby quashed and set aside.

5. It is hereby agreed and confirmed by and between the parties hereto to dispose of the present Writ Petition in the above terms with no order as to costs."

7. Accordingly, the Writ Petition is disposed of in terms of consent terms with no order as to costs.

8. In view of disposal of the Writ Petition, nothing survives in the Interim Application and the same is also disposed of.

(MADHAV J. JAMDAR, J.)