

Dusane

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

WRIT PETITION NO.12218 OF 2019

Smt. Chanda Dipak Dube ...Petitioner

V/s.

Smt. Kiran Suresh Sahajwani ...Respondents
thru' POA N. Khemchandani & Ors.

Mr. Kiran Kumar Phakade for Petitioner.

Mr. Bhavesh C. Sawant i/by Ms. Minal J. Chandnani
for Respondent No.1.

Mr. P.P. Pujari, AGP for Respondent Nos. 2 and 3.

CORAM: MADHAV J. JAMDAR, J.

DATE: 28th June 2023

P.C.:

1. On earlier occasion, I have heard Mr. Kirankumar Phakade, learned Counsel appearing for the Petitioner, Ms. Minal Chandnani, learned Counsel appearing for Respondent No. 1 and Mr. Pujari, learned AGP appearing for Respondent Nos. 2 and 3.

2. After hearing the parties for some time, both the learned Counsel appearing for the Petitioner and Respondent No. 1 stated that there is possibility of settlement and therefore, on

23rd June 2023, the Writ Petition was adjourned to 28th June 2023.

3. Today both the parties have filed the Consent Terms. The Consent Terms are signed by both the Petitioner as well as Respondent No.1. Mr. Phakade, learned Counsel appearing for the Petitioner identifies the signature of the Petitioner. The Consent Terms are signed on behalf of Respondent No.1 by Mr. Narain Khemchandani i.e. constituted attorney of Respondent No.1 His signature is identified by Mr. Sawant, learned Counsel appearing for the Respondent No.1. Both the Petitioner and constituted attorney of Respondent No.1 are present in the Court. Both of them confirm that the dispute between the Petitioner and the Respondent No.1 is settled in accordance with the terms mentioned in the Consent Terms. The Consent Terms are taken on record and marked "X" for identification. True copy of the power of attorney executed by Respondent No.1 in favour of Mr. Narain Khemchandani produced by the learned Counsel appearing for Respondent No. 1 is also taken on record and marked "X-1" for identification.

4. Accordingly, in terms of the Consent Terms, the order dated 10th September 2018 passed by the learned Competent

Authority (Rent Act), Konkan Division, Mumbai in Application No. 154 of 2017 as well as order dated 29th August 2019 passed by learned Additional Commissioner, Konkan Division, Mumbai in Appeal/Desk/MRCA/Rev/751/2018 is confirmed subject to modification as set out in the Consent Terms and as set out hereinbelow.

5. As far as the direction issued to the Petitioner to handover vacant and peaceful possession of Flat No. B-301, 3rd Floor in a building known as Raghuraj Apartment, also known as Raghuram Co-operative Housing Society, Palghar, District Palghar, the Petitioner, who is personally present in the Court undertakes that she will handover possession of the said Flat No.B-301 by 30th July 2023 to the Respondent No. 1 or her constituted attorney.

6. As far as the direction regarding payment of arrears of monthly licence fees and payment of licence fees at double the rate @Rs.11,000/- per month, till vacant possession of the Applicant premises is delivered to the Respondent No.1 is quashed and set aside, as the Petitioner, who is present in the Court agrees and undertakes to pay in addition to amount already paid an amount of Rs.1,50,000/- to the Respondent No.1 or to the aforesaid constituted attorney of Respondent

No. 1 on/or before 30th July 2023. However, it is made clear that if the said amount of Rs.1,50,000/- is not paid on/or before 30th July 2023 and the possession of said Flat No.B-301 is not handed over to the Respondent No. 1 on/or before 30th July 2023, then in addition to the action of contempt for breaching the undertaking given to this Court, Clause No.2 of the order dated 10th September 2018 passed by the learned Competent Authority, Konkan Division, Mumbai in Application No. 154 of 2017 as confirmed by order dated 29th August 2019 passed by the learned Additional Commissioner, Konkan Division, Mumbai shall stand restored and in that event, the Petitioner will be required to pay double the rate of monthly license fees as directed in Clause 2 of the said order dated 10th September 2018.

7. The Writ Petition is disposed of in above terms with no order as to costs.

BHALCHANDRA
GOPAL
DUSANE

Digitally signed by
BHALCHANDRA
GOPAL DUSANE
Date: 2023.07.03
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(MADHAV J. JAMDAR, J.)