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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 12119 OF 2022

WITH

WRIT PETITION NO. 6494 OF 2023

Nisha Prakash Chawla

.. Petitioner

Versus

Poonam Vashu Chawla & Ors.

.. Respondents

.....

- Mr. Rahul Soman a/w Mr. Ayaz Bilawala and Ms. Dhanashree Gaikani i/by Bilawala & Co for Petitioner
- Ms. Kinjal Kakkad i/by Mr. Jayesh Vyas for Respondent Nos. 3, 4 & 5 in WP/12119/2022 & Respondent Nos. 2, 3 & 4 in WP/6494/2023
- Mr. Herbert A. Noronha for Respondent Nos. 1a & 1b
- Ms. Snehal Modi for Respondent No. 6
- Mrs. B.S. Thakur, Master (Adm.) and Mr. L.V. Madgundi, Representatives of Court Receiver present

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CORAM : MILIND N. JADHAV, J.

DATE : MARCH 7, 2024

P. C.:

1. Heard learned Advocates appearing for the parties.
2. Parties have reconciled their dispute and filed Consent Terms seeking to dispose of both Civil Writ Petitions. Consent Terms dated 07.03.2024 are taken on record and marked "X" for identification. Consent Terms are executed by the parties whose signatures are appended at page Nos. 22 to 24 of the Consent Terms. Defendant No. 2 incidentally is not present before me who has signed the Consent Terms. Her signature is identified by Advocate Ms. Kinjal Kakkad. I

have interacted with her on video call on the phone of her Advocate and she confirms her signature on the Consent Terms while reciprocating in English language. Their signatures are identified by the learned Advocates who have also appended their signatures on the Consent Terms.

3. Consent Terms totally run into 54 pages including annexures thereto. Annexures are the agreed drafts of the rights and obligations of the parties as per the terms arrived at between the parties. Text of the Consent Terms upto the execution clause run into 24 pages and the same are scanned and reproduced hereunder for immediate reference:-



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1. The Plaintiff, Defendants and Respondent No.6 have agreed to amicably settle all their disputes *inter se* and are desirous of recording their terms of settlement arrived at, as under: -
2. The Plaintiff agrees to withdraw the BCCC Suit No.4511 of 2011 with no order as to costs, as more particularly set out hereinafter and subject to compliance of these Consent Terms.
3. The Plaintiff and the Defendants have mutually accepted the last and final accounts of the business "City Guest House" carried on by the Plaintiff as Agent of the Court Receiver, which are already submitted to the Court Receiver. No party has any claim, dispute, objection or grievance of any nature whatsoever with respect to the same and confirm and accept the same. The Defendants have no claim of whatsoever nature against the Plaintiff who was the Agent of the Court Receiver.
4. During the pendency of the Suit, late Vashu Chawla, Partner of the suit Firm expired on 12th January 2019 and Defendant Nos.1a and 1b were impleaded as his heirs and legal representatives. Late Hariram Chawla, Partner of the suit Firm expired on 22nd January 2011. The said Last Will of late Hariram Chawla is under challenge in Testamentary Suit No.93 of 2011.

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5. The suit for dissolution was initially filed before the Hon'ble High Court of Bombay on its original side as Suit No. 2533 of 2011. The Court Receiver, High Court was appointed vide judgement and order dated 05/01/2012. The Plaintiff No.1 was appointed as agent of the Court Receiver, to conduct the business of the suit firm. Plaintiff and Defendants agree that the Court Receiver shall continue to act as the Receiver of the Firm for the purpose as set out hereafter.
6. Mr. Parvez Ghaswala, the Respondent No.6 herein, as co-owner and Landlord of the property known as City Terrace, has filed RAE Suit No.1002 of 2022 against the Plaintiff and Defendants herein in the Small Causes Court, Mumbai, for eviction from the suit premises therein being the entire second floor of the property/ building known as City Terrace, (formerly known as Bhatia Building) situated opposite CST railway station on land bearing Cadastral Survey No. 1302 Division, hereinafter for the sake of brevity referred to as the suit premises being in RAE Suit No.1002 of 2022.
7. As agreed between the parties, the Respondent No.6 and Other Co-owner- Mr. Khalid Ghaswala will acquire the business of the suit firm as a going concern and the Plaintiff and Defendant No.2 will retire and/or release, their right, title and/or interest in the suit firm and the suit premises and shall also settle the shares and accounts of the deceased partners of

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the suit Firm viz late Hariram Chawla and late Vashu Hariram Chawla, on the following terms and conditions :-

- i. The Court Receiver, Bombay High Court has filed a Report No.27 of 2020, however, it has not been pursued. The Plaintiff and Defendant No.2 agree to make a fresh Application to the Authorities for renewal / transfer of License bearing No.761463153 in the name of the suit Firm, with its surviving partners, the Plaintiff and the Defendant No.2, as named licensees and/or as per the order passed by this Hon'ble Court. The Defendant Nos.1(a) and 1(b) shall upon execution of this Consent Terms simultaneously withdraw their objection with the Municipal Corporation, A Ward, if any, and shall assist the parties and co-operate in obtaining the renewal / transfer of the License No.761463153 in favour of the Firm and its surviving partners. The health license is in the name of M/s. Chawla's City Guest House through the erstwhile partners Mr. Vashu Hariram Chawla (since deceased) and Mr. Hariram Chawla (Since Deceased) and which name was entered in the Municipal records. The Plaintiff and Defendants agree that the all payments and charges for renewal / transfer of the said health license shall be borne by the Respondent No.6 alone and the Plaintiff and Defendants shall not bear or pay any

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charges for the same. The other licenses like Shop and Establishments etc. shall be renewed by the Respondent No.6 to which the Plaintiff and Defendants and the Respondent consent.

- ii. The Respondent No.6 and Mr. Khalid Ghaswala shall acquire the right and interest of all the parties of the suit firm for Rs.1,75,00,000/- (Rupees One Crore Seventy Five Lakhs Only), to be paid to the 4 partners, viz. (1) Share of late Vashu Chawla (and/or his heirs), Defendant Nos.1a and 1b, (2) Share of late Hariram Chawla in the account of Testamentary Suit No. 93 of 2011, (3) Mrs. Sapna Chawla, Defendant No.2 and (4) Mrs. Nisha Chawla, the Plaintiff, as per the ratio and amount as set out below. The parties confirm that each of the partners are now entitled to the following balance:-

- a) PlaintiffRs.41,66,666/-
 b) Defendant Nos.1(a) & 1(b).....Rs.50,00,000/-
 c) Defendant No.2Rs.41,66,666/-
 d) Share of late Hariram Chawla in
 Testamentary Suit No.93 of 2011...Rs.41,66,666/-

- iii. The Plaintiff and Defendants agree that expenses for usage of Electricity of the firm upto April, 2022 have been duly paid and thereafter, there are no dues payable

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towards electricity bills. In the event the electric meter to the tenanted premises has been disconnected, Plaintiff / Court Receiver will ensure that the same is re- connected and provide all documents as may be necessary to get the electricity meter transferred in the name of the partnership firm. The Plaintiff and Defendants shall execute all documents, writing necessary and furnish to the Electricity Department for the above purpose. All outstanding water charges and pending bills as raised by the Municipal Corporation shall be borne and paid by the Respondent No.6 alone and the Plaintiff and Defendants shall not be responsible for the same. The Plaintiff and Defendants further agree that, the expenses of renewal of other licenses like Shop and Establishment, Insurance, Cable and telephone etc. shall be borne by the Respondent No.6 alone. Save and except the above, there is no further amount payable to any statutory authority by the firm and/or any partner /ex-partner of the firm including GST/ income Tax. The Plaintiff undertakes to ensure that the GST Returns as were required to be filed for the period that she ran the suit Firm as agent of Court Receiver, have been filed properly from time to time. The Plaintiff shall comply with the statutory provisions of the Income Tax Act for the period that she ran the suit Firm as the Agent of the Court Receiver.

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The Defendant Nos. 1(a) and 1(b) shall provide all documents pertaining to compliance of Income tax, Sales tax, vat, etc. as may be applicable to the business prior thereto, if so require and in possession of Defendant No. 1(a) and 1(b).

- iv. Parties agree that after execution of these Consent Terms and acceptance by the Hon'ble Court and upon the health license being transferred by the Municipal Authorities in the name of the suit Firm, as per Clause 7(i), Plaintiff, Defendant No. 2, Respondent No. 6, and Khalid Mohammad Hussain Ghaswala shall sign and execute afresh Partnership Deed, wherein incoming partners Respondent No. 6 and Khalid Mohammad Hussain Ghaswala, shall first acquire the 25% shares of the deceased partner Vashu Chawla in the firm as incoming partner. The Defendant Nos. 1a and 1b as heirs of late Vashu Chawla shall execute any writings / documents in respect of the suit Firm required by the Plaintiff and the Respondent No. 6 and shall give a full discharge of liability and receipt of the amount in full towards the share of late Vashu Chawla and shall not claim any further amount from the parties hereto, as partners/ heirs of partners or from the said firm. An agreed draft of the Partnership Deed is hereto annexed as Annexure "A" hereto. The Plaintiff, Defendant

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No.2, Respondent No.6 and Khalid Mohammad Hussain Ghaswala undertake to execute the aforesaid Partnership Deed within 10 days from the transfer of the Health License in the name of the suit Firm. The Defendant No.1(a) and 1(b) have no objection to the Plaintiff, Defendant No.2 executing the Partnership Deed with the Respondent No.6, and Khalid Mohammad Hussain Ghaswala, and shall not hereafter challenge the same in any manner whatsoever.

a) Parties agree that the amount payable by incoming partner the Respondent No.6 and Khalid Mohammad Hussain Ghaswala to Defendant Nos.1a and 1b for acquiring the 25% share of the deceased Vashu Chawla, original Defendant No.1 amounting to Rs.50,00,000/- (Rupees Fifty Lakhs only) shall immediately upon execution of these Consent Terms, be deposited in the Office of the Hon'ble High Court. The Defendant Nos. 1(a) and 1(b) have inspected the Demand Draft dated 6th March 2024 bearing no.419101 drawn on Kotak Mahindra Bank and been provided a copy of D.D. issued in favour of The Registrar, High Court, Appellate Side, Bombay.

b) Upon transfer of the health license in the name of the suit firm with the Plaintiff and Defendant No. 2

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as named licensees, Partnership Deed as mentioned above at Annexure-A shall be executed as per Clause 7(iv) above. Upon transfer of health license in name of the suit firm as per Clause 7(i), the Defendant No.1 (a) and 1 (b) will be entitled to withdraw the above amounts from the Hon'ble Court. Simultaneously the Respondent No.6 and Khalid Mohammad Hussain Ghaswala, will be inducted as Partners of the said suit partnership firm. The Defendant No.1 (a) and 1 (b) will be entitled to withdraw the amounts deposited in the office of the Hon'ble Court only upon the transfer of the Health License in name of the suit firm with the Plaintiff and Defendant No. 2 as named licensees. The Respondent No.6 agrees to bear all expenses of electricity, water and/or any other statutory payments to authorities from the date the Respondent No.6 and Khalid Mohammad Hussain Ghaswala, are made partners in the suit firm and other existing and continuing partners shall not be liable nor responsible for those payments.

- c) Parties agree that the order dated 11th January 2024 passed by the High Court staying the Suit No.4511 of 2011 shall continue till the license is transferred by the Municipal Corporation in the name of the suit

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Firm, as mentioned in Clause 7(i), as above. Upon the health license being transferred in the suit Firm's name with the Plaintiff and Defendant No.2, as Licensee, the Plaintiff shall withdraw the Suit No.4511 of 2011 in the Bombay City Civil Court and the Court Receiver shall stand discharged.

d) Upon the said Respondent No.6, and Khalid Mohammad Hussain Ghaswala, becoming partners in the suit firm, they shall pay the following to the Plaintiff and Defendant No.2 and to the share of late Hariram Chawla, as follows: -

- i) A sum of Rs.5,00,000/- to the Plaintiff;
- ii) A Sum of Rs. 5,00,000/- to the Defendant No.2;
- iii) A sum of Rs. 5,00,000/- in the Testamentary Suit No.93 of 2011. in the office of this Hon'ble Court;

The above payment shall be in part payment of the agreed amount of Rs.41,66,666/- to each of the parties viz. Plaintiff, Defendant No.2 to the share of late Hariram Chawla in Testamentary Suit No.93 of 2011.

e) The Defendant No.1 (a) and 1 (b) shall after receiving payment as stated hereinabove in clause

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7(iv)(a) above simultaneously upon executing documents, as provided for in clause 7(iv) above and shall have no claim/ right title and /or interest in respect of the said suit premises in RAE Suit No.1002 of 2022 and the suit partnership firm.

- f) Upon the health license pertaining to the business being renewed / received in the name of M/s. City Guest House, with Plaintiff and Defendant No. 2 as named licensees, and the Respondent No.6 and Khalid Mohammad Hussain Ghaswala, being taken as partner in the suit firm, Respondent No.6 agrees and undertakes to withdraw RAE Suit No.1002 of 2022 filed by him against the Defendant Nos. 1(a) and 1(b) simultaneously upon the Defendant Nos.1(a) and 1 (b) executing an affidavit therein as annexed herein and the respondent No.6 and Defendant Nos.1(a) and 1(b) undertake to the Hon'ble Court to do so within a period of 7 days from the date the health license pertaining to the business being transferred, as above. The said Suit RAE Suit No.1002 of 2022 will continue against the Plaintiff and Defendant No.2 in the Small Causes Court, Mumbai, until the health license is transferred in the names of the Respondent No.6 and Khalid Mohammad Hussain Ghaswala, from the

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names of the Plaintiff and Defendant No.2 as partners of the suit firm, but Respondent No.6 agrees that he will not pursue the same in view of these Consent terms. All the parties agree that despite the rent receipt having been continued in the names of Late Mr. Hariram Hassanand Chawla and Mr. Shahzed Bakht, the tenancy rights of the premises being the entire 2nd floor of the building City Terrace, (suit premises in RAE Suit No.1002 of 2022) were brought into the partnership firm City Guest House and were always considered as belonging to the partnership firm. All rents/ taxes etc. were paid from the partnership account. The Plaintiff and Defendants undertake and agree that they will not claim any tenancy right in respect of the suit premises in RAE Suit No.1002 of 2022, once they are paid by the Landlord, as set out herein, and it is on this representation made by them that the Landlord, Mr. Parvez Ghaswala will withdraw the said RAE Suit No.1002 of 2022. Simultaneously, on each party retiring and/or being paid over their share as per the Clause 7(ii) above and as provided herein, the Plaintiff and Defendants agree to execute Affidavits in respect of the relinquishment of the tenancy rights of the suit premises, as prepared and required by the Respondent No.6 and approved by

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the Plaintiff and Defendants. Copies of the respective Affidavits are attached herewith as Annexure "B" (colly).

- g) Parties agree that the incoming partner, Respondent No.6 and Khalid Mohammad Hussain Ghaswala, shall continue the Partnership Firm as a going concern with the Plaintiff and Defendant No.2. All expenses and costs and charges for running the business of the firm, M/s. City Guest House and all liabilities shall after induction of Respondent No.6 and Khalid Mohammad Hussain Ghaswala shall be borne and paid by Respondent No.6 and Khalid Mohammad Hussain Ghaswala, alone and not by the Plaintiff and Defendant Nos.2, 3 and 4. Parties agree that within a period of 6months upon execution of the Partnership Deed annexed as Annexure A above, the Plaintiff and Defendant No.2 on one hand and Respondent No.6 and Khalid Mohammad Hussain Ghaswala as Co-owners /landlord on the other hand, shall execute a further Deed whereby the said Respondent No.6 and Khalid Mohammad Hussain Ghaswala Co-owners/landlord shall acquire the shares of the Plaintiff and Defendant No.2 and late Hariram Chawla, by making payment of balance amount

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immediately on execution and the Respondent No.6 undertakes to this Hon'ble Court to make payment of the same. An agreed draft of the Partnership cum Retirement Deed is hereto annexed as Annexure "C" hereto. The share of Late Hariram Chawla, will be deposited in the Hon'ble Court in Testamentary Suit No.93 of 2011 and the proceeds will be distributed subject to the result of Testamentary Suit No.93 of 2011 between the parties to the Suit. The said Respondent No.6 and Khalid Mohammad Hussain Ghaswala shall simultaneously on signing the Deed, as above, shall pay to the Plaintiff and Defendant No.2 and to the Share of Hariram, the balance payment of Rs.36,66,666/- to each of the parties i.e. the Plaintiff, Defendant No.2 and the Share of late Hariram Chawla in Testamentary Suit No.93 of 2011. Further, transfer of License or any other statutory requirement is the responsibility of the said Respondent No.6 and Khalid Mohammad Hussain Ghaswala alone. The Application of any further transfer of license shall be made by Respondent No.6 and Plaintiff and Defendant No.2 shall co-operate, execute all writings as may be necessary and give their consent for the transfer and/or renewal of the License. Parties agree that Respondent No.6 shall not prosecute the suit being

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R.A.E. Suit No.1002 of 2022 against the Plaintiff, Defendant No.2, 3 and 4 till the health license is transferred in the name of the Respondent No.6 and Khalid Mohammad Hussain Ghaswala, from the names of the Plaintiff and Defendant No.2.

8. Upon the health license being transferred in the name of the suit firm, as provided in clause 7(iv) (f) above, the Court Receiver shall stand discharged without passing of account. All costs, charges and expenses of the Court Receiver shall be adjusted and paid over from the amount lying with the Court Receiver in the suit Account. After payment to the Court Receiver, the balance amount lying in the said Account shall be distributed between the Plaintiff, Defendant No.2 and the Share of the late Hariram Chawla. Prior to the discharge of the Court Receiver, the Court Receiver will permit the Plaintiff and Defendant No.2 to withdraw their shares of Royalty with interest accrued thereon and shall pay and deposit the share of the Late Hariram Chawla to the Account of Testamentary Suit No.93 of 2011. The Parties agree that from time to time the Defendant Nos.1(a), 1(b) and Defendant No.2 have withdrawn their share of royalty amounts, which was being deposited by the Plaintiff with the Court Receiver. The Parties further agree that whilst distributing the aforesaid balance royalty, the interest accrued on the Royalty amount remaining with the Court Receiver shall be computed by the

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Court Receiver and distributed and paid over only to the Plaintiff and Share of Hariram Chawla in equal proportion.

9. Parties hereby agree that apart from the royalty amount deposited by the agent of the Court Receiver, an amount of Rs.4,29,000/- was deposited from the Account of the suit Firm, into the Account of the Court Receiver in 2015. Prior to the discharge of the Court Receiver, the said amount with interest accrued thereon shall be distributed by Court Receiver among all the partners/legal heirs of deceased partner/s of the Suit Firm i.e. the Plaintiff (25%), Def.No.1(a) and 1(b)(25%) and Defendant No2 (25%). All the parties agree that the share of the deceased partner Hariram Chawla (25%) will be deposited in Hon'ble Bombay High Court in the Testamentary Suit No.93 of 2011 by the Court Receiver and the same will be distributed subject to the outcome of the Testamentary Suit no.93 of 2011 and/or Order of the Hon'ble Court.

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10. Upon transfer of the health License in the name of the suit partnership firm and/or as provided in Clause 7(iv)(f) above and upon payment of the respective shares of the other partners namely :- (i) Nisha Prakash Chawla (Plaintiff) ; (ii) Supna Bali Chawla (Defendant No.2) and (iii) Share of Late Hariram Chawla to be deposited in the Office of the Hon'ble Court in Testamentary Suit No.93 of 2011, which amounts are to be invested by the Office, pending the result of the

Testamentary Suit No.93 of 2011 and upon execution of the Deed being Annexure 'C' hereto, all assets and business of the partnership firm shall become the assets of the said Respondent No.6 and Khalid Mohammad Hussain Ghaswala. All the parties agree that upon execution of the Consent Terms and upon the Defendant No.1(a) and 1(b) receiving the deceased partner Vashu Hariram Chawla's share amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) and Court Receiver paying the monies other than Royalty amount being the Share of Defendant Nos.1(a) and 1(b), as per Clause 9 above, the Defendant No.1(a) and 1(b) shall have no claim of whatsoever nature in respect of the suit premises and/or suit firm. The Defendant No.1(a) and 1(b) do hereby agree and undertake that they shall not claim any right title or interest in the suit premises, as partners of the suit firm and/or in any other capacity including but not limited to any claim as heirs of Late Hariram Hasanand Chawla. The parties agree and undertake that no further amounts shall be payable by the Plaintiff as the agent of the Court Receiver, either towards accrued or outstanding royalty, or towards any penalty thereon. Upon compliance of these Consent Terms, the Defendants shall have no further claims against the Plaintiff. The Plaintiff agree to withdraw Suit No.4511 of 2011, as stated in Clause 7(iv)(c) above and all pending applications therein will consequently stand disposed off. Upon the health license being transferred in the name of the suit firm and the Defendant Nos.1(a) and

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1(b) executing and submitting the Affidavit in the Hon'ble Court in R.A.E. Suit No.1002 of 2022 or the Advocate of the Respondent No.6, as mentioned hereinabove at Annexure-B (colly), Respondent No.6 shall have no claim of whatsoever nature against Defendant Nos.1(a) and 1(b) in any Hon'ble Court, Authority, Forum, Tribunal and/or in the Hon'ble Small Causes Court at Bombay in R.A.E. Suit No.1002 of 2022.

11. The Plaintiff, Defendant No.2, 3 and 4 agree that upon execution of the Consent Terms, the Plaintiff, Defendant No.2, 3 and 4 shall have no claim of whatsoever nature against Defendant No.1(a) and 1(b) in any Hon'ble Court, Authority, Forum, Tribunal with respect to the firm M/s City Guest House.
12. Further the Plaintiff and all Defendants agree that after filing of these Consent Terms, and upon distribution of the monies in pursuance of these consent terms by Respondent No.6 and Court Receiver, no further monies shall be due and/or payable by and/or to either parties/Plaintiff/Defendants in their capacity as partners and/or heirs of partners of the firm of M/s City Guest House.
13. On filing of these Consent terms, the Court Receiver shall permit the Landlord/and his service providers entry to the tenanted premises to carry out work of extermination of

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rodents and pest control in the suit premises regularly (once a week) until the pests and rodents are under control and thereafter as may be required by the Pest control/ Rodent Control service providers and/or to grant access to the Landlord/ his staff and representatives/ service providers access every Saturday or some such day until Discharge of the Court Receiver.

14. The Defendant Nos.1(a) and 1(b) shall make application within one week from the license being transferred by the Municipal Corporation to the suit firm, as per Clause 7(i), to withdraw the said amount deposited by Respondent No. 6 in the Hon'ble High Court. The Court Receiver shall inform the Defendant Nos.1(a) and 1(b) of the license being transferred to the suit Firm. Defendants No.1(a) and 1(b) undertake to execute the Affidavit annexed at Annexure 'B' and hand over the same to the Respondent No.6 simultaneously on Defendants No.1(a) and 1(b) withdrawing the amount from this Hon'ble Court as above.

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15. Upon the health license being transferred in the name of the suit firm as per Clause 7 (i) and the Court Receiver distributing the monies lying in the suit account as per Clause 8 and Clause 9, the Court Receiver shall stand discharged and shall handover the possession of Partnership firm Premises along with copies of all record and document filed with the Court

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Receiver to the said Respondent No.6, Plaintiff and Defendant No. 2.

16. The Plaintiff and the Defendants agree and undertake to co-operate with each other as regards any document, writing and/or deed, form or application required by either party to be executed, so that the terms of these Consent Terms are executed without any further interference or objection from either party to the suit.

17. Parties agree to execute any form, writing, application required to be executed and filed with the office of the Registrar of Firms and/or as required under the provisions of the Indian Partnership Act 1932, the costs of which shall be borne by Respondent No.6 alone.

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18. The parties hereto have duly understood all the terms of these Consent Terms and have voluntarily executed these Consent Terms in order to settle a long-lasting dispute arisen between the parties in respect of the firm, M/s. City Guest House. The contents of these consent terms shall not amount to an admission of liability on the part of any of the parties hereto.

19. The Writ Petition No. 12119/2022 and 6494/2023 shall stand disposed of in terms of these Consent Terms with no orders as to costs.

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20. In the event the health license is not transferred in the name of the suit firm for any reason whatsoever, within a period of 3 months of execution of these consent terms, the amount deposited by the said Respondent NO.6 and Khalid Mohammad Hussain Ghaswala will be returned to them and the Consent terms will be deemed void and unexecutable. Then in that event, the Writ Petition No.12119 of 2022 and Writ Petition No.6494 of 2023 and Suit No.4511 of 2011 shall stand restored to file. The Respondent No.6 will be free to prosecute his suit in the Hon'ble Small Causes Court at Mumbai being R.A.E. Suit No.1002 of 2022 and take action against the tenants as provided in law.

21. In the event the Respondent No.6 and Khalid Mohammad Hussain Ghaswala fail to pay the amount within 6 months as undertaken to be paid as provided in Clause 7(iv)(g) above then, the following shall occur:--

- i) Writ Petitions No.12119 of 2022 and No.6494 of 2023 shall stand revived and restored to file;
- ii) Suit No.4511 of 2011 shall stand revived and restored to file in the Bombay City Civil Court and the Court Receiver shall stand appointed;
- iii) Defendants No.1(a) and 1(b) undertake to this Hon'ble Court to bring back the amount of Rs.50,00,000/-within a period of 2 weeks thereafter and deposit the same in this

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Hon'ble Court and the Respondent No.6 shall be entitled to withdraw the same;

- iv) R.A.E. Suit No.1002 of 2022 filed by the Respondent No.6 shall stand revived and restored to file;
- v) Parties shall proceed with the aforesaid litigation from the present stage with all contentions kept open to all the Parties.

22. The Municipal Corporation of Greater Mumbai and all other statutory authorities shall transfer the health license as mentioned hereinabove and act on an authenticated copy of the Order passed in terms of these consent terms.

23. Parties agree that the undertakings referred to herein by all parties are undertakings given to the Hon'ble Court.

24. No order as to costs.

Dated this 7th day of March 2024

D.S. Gaikwad
(M/s. Bilawala & Co.)
Advocates & Solicitors for
the Petitioner/Plaintiff

Nisha P. Chawla
Petitioner (Plaintiff)

Peromam. V. Chawla
(Respondent No.1(a) in W.P. No.6494 of 2023)
(Respondent No.1 in W.P.No.12119 of 2022)
Defendant No.1(a) in Suit

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(Respondent No.1(b) in W.P. No.6494 of 2023)
(Respondent No.2 in W.P.No.12119 of 2022)
Defendant No.1(b) in Suit

(Mr. Herbert Noronha)
(Advocate for Respondent Nos.1(a) & 1(b)
in W.P. No.6494 of 2023)
(Respondent Nos.1 & 2 in W.P. No.12119 of 2022)
(Defendant Nos.1(a) and 1(b) in Suit)

(Respondent No.2 in W.P. No.6494 of 2023)
(Respondent No.3 in W.P. No.12119 of 2022)
(Defendant No.2 in Suit)

(Respondent No.3 in W.P. No.6494 of 2023)
(Respondent No.4 in W.P. No.12119 of 2022)
(Defendant No.3 in Suit)

(Respondent No.4 in W.P. No.6494 of 2023)
(Respondent No.5 in W.P. No.12119 of 2022)
(Defendant No.4 in Suit)

(Mr. Jayesh R. Vyas)
(Advocate for Respondent Nos.3 & 4 in W.P. No.6494 of 2023
(Respondent No.4 & 5 in W.P. No.12119 of 2022)
(Defendant No.2 to 4 in Suit)

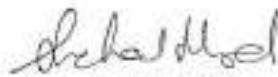
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(Court Receiver)
Respondent No.5 in W.P. No.6494 of 2023
Respondent No.6 in W.P. No.12119 of 2022

Advocate for Respondent No.5

(Parvez Mohammed Hussain Ghaswala)
Respondent No.6 in W.P. No.6494 of 2023


(Ms. Snehal Modi)
Advocate for Respondent No.6

right

4. Rights and obligations as stated in the Consent Terms are taken as undertaking given to this Court by all concerned parties who shall be obligated with the same.

5. Registry of this Court is directed to comply with the terms as appearing in clause 7(iv)(a) and (b).

6. Directions in so far the Court Receiver is concerned are contained in paragraph Nos. 8, 9 and 13 to 15 of the Consent Terms. Representatives of the Court Receiver are present before me today. Court Receiver is directed to comply with the terms contained in paragraph Nos. 8, 9 and 13 to 15 of the Consent Terms. By order dated 04.03.2023 in Chamber Summons No. 1246 of 2022 in Suit No. 4511 of 2011, the learned City Civil Court has discharged the Court Receiver. In view of the Suit proceedings being *custodia legis* before passing of the order dated 04.03.2023 and in view of the terms arrived herein, the order dated 04.03.2023 is quashed and set aside. Court Receiver stands restored in respect of the suit premises. Court Receiver shall be discharged after compliance of the obligations as agreed upon by the parties in the present Consent Terms. Both Suits viz; BCCC Suit No. 4511/2011 and RAE Suit No. 1002/2022 are

stayed as agreed between the parties in the Consent Terms and shall revive only on non-compliance of the terms by the parties.

7. Municipal Corporation of Greater Mumbai (MCGM) is directed that on the Application made by the Plaintiff and Defendant No. 2 as stated in paragraph No. 7(i) of the Consent Terms, subject to all compliances in law, MCGM shall renew / transfer Licence No. 761463153 in favour of the firm as stated therein within a period of six weeks from the date of making of that Application strictly in accordance with law..

8. Similarly MCGM is also directed that on the Application for the second renewal / transfer as provided for in clause 7(iv)(g) of the Consent Terms, as the case may be, being made by Respondent No. 6 and co-owners / landlords, MCGM shall subject to all compliances renew / transfer the license in favour of the firm as stated therein within a period of six weeks from the date of making of that Application strictly in accordance with law.

9. Considering that the subject matter of the dispute between parties is with respect to renewal / transfer of the health license in respect of the suit premises, the reference to MCGM shall be read as MCGM including the Medical Health Officer of MCGM, "A" Ward, Mumbai and / or any other appropriate officer concerned.

10. As stated in the Consent Terms in paragraph No. 7(iii), the Statutory Authorities i.e. Electricity Supplier, Telephone Department, MCGM etc. shall co-operate with the parties in accordance with law on being approached by the parties for the purpose of availing their services for renewal / transfer of any utility in respect of the suit premises which are the subject matter of renewal / transfer by virtue of the renewed / transferred licence as stated in the Consent Terms.

11. As stated in clause 7(iv)(a) of the Consent Terms, demand draft No. 419101 dated 06.03.2024 of Rs. 50,00,000/- in the name of Registrar, Bombay High Court has been shown to the Court. Demand draft is seen by the Court and returned back to the Advocate for Respondent No. 6. Registry is directed to accept the said demand draft handed over by the parties along with an authenticated copy of this order tomorrow i.e. on 08.03.2024 and comply as per the Consent Terms.

12. All concerned Authorities / parties are directed to act on an authenticated copy of this order.

13. Both the Writ Petitions stand disposed in terms of the Consent Terms as agreed upon by the parties. No order as to costs.