

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

CIVIL REVISION APPLICATION NO.356 OF 2022

Parshuram Vishnu Sagvekar ... Applicant

V/s.

M/s. K.R. Shoppers Pvt. Ltd ... Respondent

Mr. Sumit S. Kothari, Advocate for the Applicant.
Mr. R. R. Sharma, Advocate for the Respondent.
Shri. Parshuram V. Sagvekar-Applciant present in court.
Shri. Kanji Rita, Director of Respondent No.1.

CORAM : RAJESH S. PATIL, J.

DATED : 3 May 2024

P.C.:

1. Mr. Kothari, appearing for the applicant (original defendant no.3), submits that the respondent nos.2 and 3 were party defendants before the Trial Court. However, they did not appear before the Trial Court, hence the matter proceeded ex-parte against them before the Trial Court.
2. He further submits that after the eviction decree was passed against the defendant, the appeal was filed only by his client i.e. the present applicant. He further submits that in the appeal the respondent nos.2 and 3 did not appear, and neither they will be file an separate appeal.
3. He further submits that respondent nos.2, 3 and 4's share

has been taken over by original plaintiff, who is the respondent no.1 before this Court. Hence, the Consent Terms has been entered into by the present applicant and respondent no.1. He further submits that in the Consent Terms, para no.13 it is specifically mentioned that applicant is not seeking any reliefs against respondent nos.2 to 4 and therefore, they are not signatory to the present Consent Terms.

4. Mr. Sharma, appearing for the respondent on instructions of his client submits that he is agreeing with the submission made by Mr. Kothari. The Consent Terms dated 3 May 2024 is taken on record and marked 'X' for identification. Both the counsel submit that applicant is present in Court and director of respondent no.1 is present in Court. They identify their client and the signature of their client on the Consent Terms.

5. For ease of reference scan copy of the Consent Terms is reproduced hereinbelow:-

X
P/L/L
3/9/24
Tendal in at
10/11/2

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE CIVIL JURISDICTION

CIVIL REVISION APPLICATION No. 356 OF 2022

Shri Parshuram Vishnu Sugvekar Applicant

Vs.

K. R. Shoppers & Ors. Respondents

CONSENT TERMS

1. Applicant and Respondent No. 1 have amicably settled the dispute involved in the present Revision Application in terms of the present Consent Terms.
2. It is agreed between the parties that Respondent No. 1 shall pay an amount of ₹ 1,25,00,000/- (Rupees One Crore and Twenty Five Lakhs only) to the Applicant towards full and final settlement of the present dispute in respect of the suit premises, i.e. piece and parcel of land admeasuring 363 Sq. Yard or thereabout bearing Survey No. 100, CTS Nos. 820 and 820/1 to 16 of Village: Pahadi, Goregaon, Taluka: Borivli, in the Registration District of Mumbai & Mumbai Suburban, having its

Sugvekar

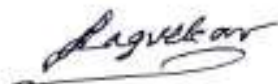
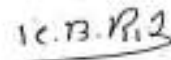
10.13.24

1

2

Postal address at Bandu Gore Road (Station Road), Goregaon (West), Mumbai – 400 062 (Now 400 104). It is further agreed by and between the Applicant and Respondent No. 1 that out of ₹ 1,25,00,000/- (Rupees One Crore and Twenty Five Lakhs only), a sum of ₹ 50,00,000/- (Rupees Fifty Lakhs only) is already paid to the Applicant by the Respondent No. 1 through Mr. Shantilal Rita, who is the brother of Mr. Kanji Rita, the Director of the Respondent No. 1, Company vide 5 (five) different cheques, copies of which are annexed and marked as Exhibit 'L' collectively to the Civil Revision Application.

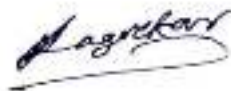
3. It is agreed between the Applicant and Respondent No. 1 that the Respondent No. 1 Company shall pay balance amount of ₹ 75,00,000/- (Rupees Seventy-Five Lakhs only) to the Applicant on or before expiry of 3 (three) months from the date of acceptance of this Consent Terms by the Hon'ble Court and passing an order in terms of this Consent Terms i.e. on or before 30th July, 2024, to the Applicant towards full and final settlement of all the claims of the Applicant, which are subject matter of the present Revision Application.

2

3

4. It is agreed that out of the aforesaid amount, a sum of ₹ 50,00,000/- (Rupees Fifty Lakhs only) shall be paid to the Applicant at the time of execution of these Consent Terms and accordingly, the Respondent No. 1 has handed over to the Applicant two Account Payee Cheques bearing No. 744537 and 744563 dated 30th April 2024 and 3rd May, 2024 for an amount of ₹ 25,00,000/- (Rupees Twenty Five Lakhs each), drawn on Union Bank, Goregaon (west) Branch payable in favour of the Applicant and the same has been duly accepted by the Applicant in partial satisfaction of the aforesaid amount.
5. It is further agreed that the Respondent No. 1 shall give one post-dated account payee cheque to the Applicant at the time of execution of these Consent Terms and accordingly, the Respondent No. 1 has handed over to the Applicant one post-dated cheque bearing No. 744539 dated 30th July, 2024 for an amount of ₹ 25,00,000/- (Rupees Twenty-Five Lakhs only), drawn on Union Bank, Goregaon (west) Branch payable in favour of the Applicant and the same has been duly accepted by the Applicant.

16.12.23

3

4

6. The Applicant undertakes not to file any other proceedings against the Respondent No. 1 in respect of the present suit premises, i.e. a piece and parcel of land admeasuring 363 Sq. Yard or thereabout bearing Survey No. 100, CTS Nos. 820 and 820/1 to 16 of Village: Pahadi, Goregaon, Taluka: Borivali, in the Registration District of Mumbai & Mumbai Suburban, having its Postal address at Bandu Gore Road (Station Road), Goregaon (West), Mumbai - 400 062 (Now 400 104) and / or any structures standing thereon, after receipt of the above balance amount of ₹ 75,00,000/- (Rupees Seventy-Five Lakhs only). The Applicant further undertakes to remove all belongings and other article of the Applicant in the rooms, which are occupied by the Applicant in the Chawl known as "Anandi Niwas" and hereby undertakes to hand over quiet, vacant and peaceful possession of the suit premises, i.e. a piece and parcel of land admeasuring 363 Sq. Yard, bearing Survey No. 100, CTS Nos. 820, 820/1 to 16 of Village: Pahadi, Goregaon, Taluka: Borivali, in the Registration District of Mumbai & Mumbai Suburban, having its Postal address at Bandu Gore Road (Station Road), Goregaon (West), Mumbai - 400 062 (Now 400 104) to the Respondent No. 1 Company together with two rooms along with all documents of



16.13.17, 2

4

5

the Suit premises within 3 days upon honour of two Cheques dated 30th April, 2024 and 3rd May, 2024.

The Respondent No. 1 undertakes that the Account Payee post-dated cheques, as mentioned hereinabove, shall be honoured and will not be returned unpaid for any reason whatsoever.

8. After receipt of the entire balance amount, the Applicant and his daughter shall not have any title and interest of whatsoever nature in the suit premises or any portion thereof, being the subject matter of this Civil Revision Application.

9. It is agreed between the parties herein that in view of this settlement, the amount of ₹ 50,00,000/- (Rupees Sixty Lakhs only) paid from the account of Mr. Shantilal Rita shall be adjusted towards the full and final settlement, as the said sum of ₹ 50,00,000/- (Rupees Fifty Lakhs only) has been credited by the Applicant, being duly received by the Applicant from Mr. Shantilal Rita the brother of Mr. Kanji Rita (one of the Directors of the Respondent No. 1 Company). It is further agreed that the Respondent No. 1 shall advise Mr. Shantilal Rita for withdrawal

[Signature]

11.13.12

5

6

of all the complaints and allegations against the Applicant, including criminal application filed before the Hon'ble Metropolitan Magistrate's Court at Borivali, Mumbai.

10. It is further agreed that after receipt of the entire amount by the Applicant as per these Consent Terms, the Applicant confirm, accept, and submits to the Judgement and Decree of Trial Court and Appellate Court.

Signature
10.13.2022

11. The Applicant hereby agree and undertakes to co-operate and execute proper and necessary documents and/or writings and/or application, if any, required by the Respondent No. 1 Company for mutation or for any other purposes if required and the same shall be duly signed and executed by the Applicant on the request of the Respondent No. 1 Company and its Directors.

12. Parties agreed to bear their costs, charges, and expenses.

Signature

10.13.2022

6

7

13. The Applicant is not seeking any relief against the Respondent Nos.2 to 4 and therefore they are not signatories to the present consent terms.
14. Civil Revision Application is disposed of accordingly.
15. If there are any taxes and liabilities, the respective parties agreed to discharge the same.



Applicant
Parshuram Sagvekar

FOR K. R. SHOPPERS PVT LTD

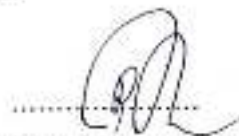
K.R.R.2

DIRECTOR

Respondent No. 1
Kanjibhai Rita
Director



Advocate for the Petitioner



Advocate for the Respondent No. 1

Dated this 3rd Day of May 2024

7

6. All undertakings given in the Consent Terms are accepted as undertakings given to this Court. All undertakings are also accepted.
7. The Civil Revision Application is disposed of accordingly.

(RAJESH S. PATIL, J.)