

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 14008 OF 2017

KANCHAN
VINOD
MAYEKAR

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KANCHAN VINOD
MAYEKAR
Date: 2024.03.19
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Photolink Creative (India) Pvt. Ltd.

..... Petitioner

VERSUS

**Ramadevi Tantia W/O. Late
Rajendrakumar Tantia & Ors.**

..... Respondents

Mr.Kunal Bhanage a/w. Ms.Mona Malvade i/b. Ms.Mona Malvade
for the Petitioner.

Mr.Ashutosh Gavnekar a/w. Mr.Rohit Parab i/b. Mr.C.G.Gavnekar
for the Respondent Nos. 1, 3 to 8.

CORAM: RAJESH S. PATIL, J.

DATE : 11 MARCH, 2024

P.C. :-

Mr. Bhanage, learned counsel appearing for the petitioner
has tendered consent terms dated 11 March, 2024. Mr. Bhanage,
learned counsel appearing for the petitioner and Mr. Gavnekar,
learned counsel appearing for the respondent nos. 1, 3 to 8
submits that the consent terms are signed by their respective
clients.

2. So also, they submit that Mr. Phulendra Nayak on behalf of the petitioner and Mr. Avinash Tantia - respondent no.3 are present in Court. They submit that their respective clients have signed the consent terms. They submit that the respondent no.2, who was one of the trustee of "Tantia Charitable Trust" has died on 16 October, 2019, and hence, they seek liberty to delete the name of the respondent no.2 from the cause title of the writ petition. Liberty is granted as prayed. A photocopy of the Death Certificate of the respondent no.2 is enclosed along with the consent terms.

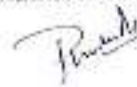
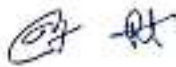
3. The consent terms are taken on record and marked 'X' for identification.

4. For ease of reference, a scanned copy of the consent terms is reproduced hereinbelow :-

Revised

of License fees and penalty in lieu of peaceful possession being no. 16 A admeasuring about 4800 sqft. (Carpet Area) and open area of 11300 sq.ft situated on plot no. 4, C.S.No. 72 of Lower Parel Division situated behind Sitaram Mills Compound, Jr.Bharucha Marg, Lower Parel, Mumbai 400011.

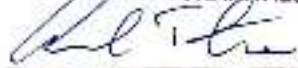
5. The Petitioners have agreed to handover the complete, vacant, peaceful possession of the Licensed premises to the Respondent on as is where is basis and have agreed to raise no further present and future claims against the Landlord Licensor towards the premises.
6. Save and above, the parties hereby undertake and agree to give up all and future claims against each other.
7. The Petitioners agree, declare and confirm that they shall not claim right to the Security Deposit which was given the Respondent Licensors at the time of entering in to the Leave and License Agreement.
8. The Respondents agree, declare and confirm that they shall not claim any pending and past license fees alongwith accrued interest towards the Licensed premises.
9. Upon filing of these Consent Terms in this Hon'ble Court the Respondents will further present the said Consent terms and Consent Decree before the Hon'ble Court of Small Causes and withdraw the suit L.R.& C. SUIT NO. 179/222 OF 2011.
10. The Parties hereby agree that the Petitioner and the Respondents will also withdraw any complaints, cases, criminal complaints filed



against each other before any authority or court in toto and will have no future claims against each other with respect to the Licensed premises once these terms are filed and decree passed.

Decree in terms of above Consent Terms with no order as to costs.

Dated this 11th day of March 2024
For TANTIA CHARITABLE TRUST


TRUSTEE
Avinash Tantia for Himself
Trustee of Tantia Trust



Director of Photolink
Creative (India) Ltd .

RESPONDENT NO. 3

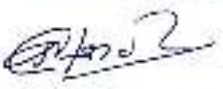
PETITIONER

Other Respondents As Arrayed In The Writ Petition
For TANTIA CHARITABLE TRUST

1. Rama Tantia
TRUSTEE

Mrs Ramadevi Tantia W/o Late Rajendra Kumar Tantia.

For TANTIA CHARITABLE TRUST

4. 
TRUSTEE

Sri Krishnakumar Agrawal S/o Gangadhar Narsinghdas Agrawal .
(Trustees of Tantia Charitable Trust)

GIRDHARILAL SHEWNAARAIN TANTIA TRUST	
<u>C. P. Daulia</u>	Trustee
Sri Bhagwati Prasad Tantia S/o Satya Narain Tantia	
GIRDHARILAL SHEWNAARAIN TANTIA TRUST	
<u>Om Prakash Tantia</u>	Trustee
Sri Om Prakash Tantia S/o Brijlal Tantia	
GIRDHARILAL SHEWNAARAIN TANTIA TRUST	
<u>Vijayendra</u>	Trustee
Sri Vishwanath Tantia S/o Satya Narain Tantia	
GIRDHARILAL SHEWNAARAIN TANTIA TRUST	
8. <u>[Signature]</u>	Trustee
Sri Arunkumar Tantia S/o Brijlal Tantia	
(Trustees of Girdharilal Shewnarain Trust)	
<u>[Signature]</u>	
Advocate For Respondents	
	<u>[Signature]</u>
	Advocate For Petitioner
	(Mona S. Malvade)

5. Order in terms of the consent terms.
6. Writ petition is disposed of in terms of the consent terms.

[RAJESH S. PATIL, J.]