

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.18524 OF 2024

Vijay Narayan Chavan

...Petitioner

Versus

Ratanshi Govind Patel

...Respondent

Mr. Suhas Deokar, a/w Ms. Rupali Shetty, Advocate for Petitioner.
Mr. Kunal Bhanage a/w Ms. Sarita Shetye, Advocate for the
Respondent.

CORAM: MADHAV J. JAMDAR, J.

DATED : 13th February 2025

P.C.:

1. Heard Mr. Suhas Deokar, learned Counsel appearing for the
Petitioner and Mr. Kunal Bhanage, learned Counsel appearing for
the Respondent.

2. Both the learned Counsel state that the parties have settled
the dispute amicably and tendered the Consent Terms. The
Consent Terms are signed by the Petitioner as well the Respondent.
Both the Petitioner and the Respondent are present in the Court
and state that the dispute between them is settled in terms of the
Consent Terms.

3. Both the learned Counsel identifies the signatures of the respective parties. Accordingly, the Consent Terms are taken on record and marked “X” for identification. The Consent Terms read as under :

CONSENT TERMS

“1. The Petitioner and Respondent herein, have amicably resolved their all their disputes and differences pertaining to viz. Flat No.1105, 11th Floor, Laxmi Icon, Plot Nos. 69 & 70, Sector No. 44-A, Krishna Changa Naik Marg, Seawood Nerul, Navi Mumbai, Maharashtra 400 706 situated within the revenue limits of Tehsil Thane, admeasuring about 50.025 sq. mtrs of Carpet area, ("suit premises") upon the following terms of settlement.

2. The parties jointly Agree, Declare and Confirm as follows:-

2.1 That the parties had executed Leave and License Agreement 23/04/2021 (said Agreement) whereby the Respondent had permitted the Petitioner to use and occupy the suit flat upon the terms and conditions recorded therein.

2.2 That the said Leave and License Agreement came to an end by efflux of time on 19.03.2022.

2.3 That the parties, following negotiations, had agreed to enter into a transaction whereby the Respondent agreed to Sell the Suit Flat to the Petitioners. The Terms and conditions governing the said transaction were crystallised and recorded in a

Memorandum of Understanding dated 29/03/2022. ("MoU").

2.4 That pursuant to the said MoU the Petitioner paid the following amounts to the Respondent :-

Sr.No.	Date	Amount
1	09/03/2022	Rs.12,00,000/-
2	17/03/2022	Rs.5,00,000/-
3	08/04/2022	Rs.30,00,000/-

2.5 That the Respondent had initiated proceedings for ejection of the Petitioner u/sec. 24 of The Maharashtra Rent Control Act, 1991 , which culminated in order dated 2nd September, 2024 being passed by the Additional Divisional Commissioner, Konkan Division in Revision Application No. 560 of 2024 whereby the said Revision preferred by the Petitioner challenging the order dated 23rd April, 2024 passed by the Competent Authority, Konkan Division Mumbai whereby the Application for grant of Leave to Defend filed by the Petitioner was rejected. Thus, vide the said orders the Petitioner was ordered and decreed to hand over the quiet, vacant and peaceful possession of the suit premises to the Respondents.

2.6 The Petitioner, has initiated a suit for specific performance of the said MoU along with ancillary reliefs of injunction bearing Special Civil Suit No. 130 of 2024 against the Respondent and his wife Mrs. Raji Ratanshi Patel, before Joint Civil Judge Senior Division, Belapur, Thane.

2.7 Vide order dated 14/08/2024 passed on Exh-5 in Special Civil Suit No. 130 of 2024 the Respondent and

his Wife are restrained from disturbing the possession of the Petitioner in the suit flat. The said order is the subject matter of challenge in AO/15/2025, which is currently pending for hearing and final disposal before the High Court of Judicature at Bombay.

2.8 The Petitioner has also initiated a criminal case against the Respondent bearing Criminal M.A No. 708 of 2022 and numbered thereafter as RCC 140 of 2024 before the court of Judicial Magistrate First class Vashi At Vashi Belapur.

3 The Parties, hereby agree, declare and confirm the following terms of settlement :-

3.1 That, by Consent of both the parties, the Judgment and Order dated 23rd April, 2024 passed by the Competent Authority, Konkan Division Mumbai ("the said Decree") in Application No. 03 of 2023 as well as order dated 2nd September, 2024 passed by the Additional Divisional Commissioner, Konkan Division in Revision Application No. 560 of 2024 stand replaced by these Consent Terms.

3.2 That Respondent shall deduct a sum of Rs. 12,80,000/- (Rupees Twelve Lakhs Eighty Thousand Only) from the amount of Rs. 47,00,000/- (Rupees Forty Seven Lakhs Only) as abovementioned, towards the monthly license fees from March, 2022 to February, 2025 and shall refund the remaining sum of Rs. 34,20,000/- (Rupees Thirty Four Lakhs Twenty Thousand Only) to the on 30th April 2025. Upon receiving the Demand Drafts towards the said sum the Petitioner shall immediately hand over the vacant and

peaceful possession of the suit premises to the Respondent. The Petitioner undertakes not to seek any further extension of the said tenure under any circumstances.

3.3 That, the Petitioner shall remove all his goods, articles, furniture and fixtures, if any, from the suit premises without damaging any part of the suit premises and handover vacant possession of the same as mentioned hereinabove.

3.4 That neither the Petitioner nor his family members, have either parted with possession or created third party rights in the suit flat.

3.5 That the Petitioner shall, within 7 days of receiving the aforementioned amount and handing over possession of the suit flat, present a copy of these Consent Terms for unconditionally withdrawing Special Civil Suit No. 130 of 2024, Joint Civil Judge Senior Division, Belapur, Thane, and ensure that the order dated 14/08/2024 passed on Exh-5 in the said suit is vacated.

3.6 That the Petitioner shall, within 7 days of receiving the aforementioned amount and handing over possession of the suit flat, present a copy of these Consent Terms for unconditionally withdrawing or apply for compounding Criminal M.A No. 708 of 2022 and numbered thereafter as RCC 140 of 2024 before the court of Judicial Magistrate First class Vashi At Vashi Belapur.

3.7 That, the Respondent upon receiving intimation of withdraw of Special Civil Suit No. 130 of 2024 and RCC 140 of 2024 shall within 7 days thereof unconditionally withdraw AO/15/2025 pending before High Court of Judicature at Bombay.

3.8 That, upon execution of these consent terms, all the allegations and accusations made by both the parties against each other and their family members shall stand withdrawn unconditionally.

3.9 That, upon the execution and compliance of these consent terms, the Petitioner unconditionally and irrevocably agrees, represents, warrants and undertakes that the Petitioner and/or his wife or any person claiming through or under him will not make any further claims, demands and/or initiate any action for recovery of amount in the impugned order and/or such other action in future against the Respondent and/or any of his family members and/or their representatives in any manner whatsoever.

3.10 That, upon the execution and compliance of these consent terms, the Respondent unconditionally and irrevocably agrees, represents, warrants and undertakes that the Respondent and or his wife or any person claiming through or under him will not make any further claims, demands and/or initiate any action for recovery of amount in the impugned order and/or such other action in future against the Petitioner and/or any of his family members and/or their representatives in any manner whatsoever.

3.11 That, the Petitioner hereby undertakes that any person claiming to be his legal heirs and/or representatives shall have no right, title or any claim whatsoever nature in the suit premises.

4. That, upon failure of the Petitioner to hand over possession of the suit flat on 30th April 2025, The Court Receiver, High Court Bombay shall stand appointed as Court Receiver in respect of the Suit Flat and he shall take possession thereof and hand it over to the Respondent. The Court Receiver, shall be entitled and authorized to take the assistance of the Local Police Station to take possession of the suit flat and hand over the same to the Respondent.

4. Various statements made in the Consent Terms by respective parties are accepted as undertakings given to this Court.

5. In view of the Consent Terms, Order dated 23rd April 2024 passed by the Competent Authority, Rent Control Act Court, Konkan Division at Mumbai in Eviction Application No. 3 of 2023 as well as Order dated 2nd September 2024 passed by the Additional Divisional Commissioner, Konkan Division in Revision Application No.560 of 2024 are quashed and set aside and said Eviction Application No. 3 of 2023 is disposed of in terms of the Consent Terms.

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

7. Although the Writ Petition is disposed of, stand over to 5th **May 2025** for compliance of this Order.

BHALCHANDRA
GOPAL DUSANE

(MADHAV J. JAMDAR, J.)

Digitally signed by
BHALCHANDRA
GOPAL DUSANE
Date: 2025.02.14
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