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

CIVIL REVISION APPLICATION NO.488 OF 2018

1) Bansidhar B. Gupta (since deceased) ...Applicants
1a) Ramrati w/o. Bansidhar Gupta & Ors.

Versus

1. Maniben Jethalal Modi (Deleted) ...Respondents
2. Dilip Jethalal Modi & Ors.

**WITH
INTERIM APPLICATION NO.210 OF 2025
IN
CIVIL REVISION APPLICATION NO.488 OF 2018**

Dilip Jethalal Modi & Anr. ...Applicants

IN THE MATTER BETWEEN:

1. Bansidhar B. Gupta (Since Deceased) ...Applicants
1A. Ramrati W/o. Bansidhar Gupta & Ors.

Versus

1. Maniben Jethalal Modi (Deleted) ...Respondents
2. Dilip Jethalal Modi & Ors.

Ms. Anita Dwivedi, for the Applicants in CRA/488/2018.

Mr. Laxminarayan Shukla a/w Sweta Dubey & Subham Maharana i/b
M/s. Legal Vision, for the Original Respondents and Applicants in
IA/210/2025.

**CORAM: MADHAV J. JAMDAR, J.
DATED: 17 DECEMBER 2025**

P.C.:

1. In this Civil Revision Application, challenge is to the legality and validity of the Judgment and Decree dated 3rd May 2018 passed by the learned Appellate Bench of the Small Causes Court at Mumbai in RAD Appeal No.5 of 2016.

2. Ms. Anita Dwivedi, learned Counsel appearing for the Applicants in Civil Revision Application No.488 of 2018 and Mr. Laxminarayan Shukla, learned Counsel appearing for the Original Respondents, state that the parties have settled the dispute and tender the 'Consent Terms'.

3. The Consent Terms are signed by the Applicants and the Respondents. The Applicants and the Respondents are personally present in the Court. All of them state that they have settled the dispute in terms of the Consent Terms. The Consent Terms are signed by the respective parties and also their respective Advocates. The respective Advocates identify the signatures of the respective parties.

4. Accordingly, the Consent Terms are taken on record and marked "X" for identification. A scanned copy of the Consent Terms is reproduced herein below for ready reference :-

'x' Tendorul in the Court on 17/12/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO. 488 OF 2018

BANSIDHAR B. GUPTA & ORS.

.... APPLICANTS

VERSUS

MANIBAI JETHALAL MODI
(DELETED) & ORS.

..... RESPONDENTS

CONSENT TERMS

1. That Applicants and Respondents confirm that they have mutually resolved dispute amongst them on amicable terms that are set out as under.
2. That it is agreed and undertaken by and between the parties that the Appellants herein are in possession of Room premises being No.2 and 3 lying being and situated at CTS No 325/11 and 325/10 respectively.
3. That by consent it is agreed that the Applicants shall and undertaken the Room premises being No.2 and 3 with an area which is in their possession of the Applicants as tenant to the owner/Respondents simultaneously upon execution of the agreement for permanent alternate accommodation.

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4. It is agreed hy and between the parties that the Developer shall execute and Register the agreement for **Permanent Alternate Accommodation [Room No.8]** in favour of the Applicants namely **Krishnaji Bandidhar Gupta** against the against their tenancy of Room No. 2 having an area of 230 Square feet (carpet) on first floor of the newly constructed building on ownership in Phase II and shall also provide a permanent alternate accommodation of in favour of **Balram Bankaprasad Gupta, Sanjay Bankaprasad Gupta and Banjranbali Bankaprasad Gupta** having an area of 230 Square feet (carpet) **[Room No.4]** on first floor of the newly constructed building on ownership basis free of cost in Phase II of construction.

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11/12/2025 Room No. 3.

5. It is agreed and undertaken by and between the parties that the PAAA agreement draft of which is annexed herewith as **Annexure A and B** shall be signed and executed and registered on or before 5th January 2026.

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6. That upon execution and registration of Supplementary PAAA agreement the judicial and physical possession of said room and area in possession of the appellants shall stands vested in Respondent and they shall have all rights and authority to demolish the same for redevelopment purpose.

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7. That the during the period of the construction i.e. form the date of vacating the tenanted premises i.e. Room no.2 and 3 with an area if any in possession the Respondent herein shall pay Transit rent 15,111/ (Rupees Fifteen Thousand One Hundred and Eleven Only) per months to Krishnaji Bansidhar Gupta and Rs. 15111/- (Rupees Fifteen Thousand One Hundred and Eleven Only) to Balram Bankaprasad Gupta, Sanjay Bankaprasad Gupta and Banjranbali Bankaprasad Gupta jointly and/or in designated account. The 6 months' rent shall be paid in advance. The one-month rent one time shall be paid as brokerage. That Rs. 8,000 shall be paid as one time

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shifting charges total aggregating to Rs. 1,13,777/- . There will be 10% increase in rent post 24 month up to possession.

8. That appellants have declared that in family arrangements amounts them in their family meeting it is decided that one permanent alternate accommodation shall be allotted to Krishna Bandidhar Gupta and another be allotted in joint name of Balram Bankaprasad Gupta, Sanjay Bankaprasad Gupta and Banjranbali Bankaprasad Gupta to which family member has no objection and has relinquished their rights if any and they shall not claim any rights , title and interest in old room and or tenancy in future.

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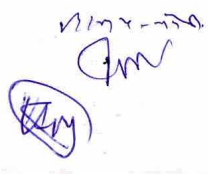
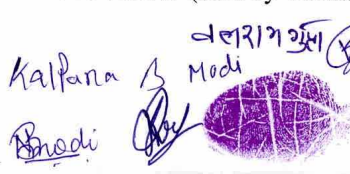
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9. That upon execution hereof the Applicants and Respondents shall withdraw all applications, complaints, review, revision made by them before all authority in relation to the issues between the parties including the cases pending before the court of law.

10. That upon completion of the building and grant of the occupation certificate the Respondent herein shall put back the applicants herein in joint possession of the said Permanent Alternate Accommodation.

11. That the applicants and Respondents agrees and undertakes to this Hon'ble Court that apart from withdrawing all the allegations and criminal complaint if any addressed by them to Police Station, they also undertakes to communicate the same to the investigating officer and make application in writing to withdraw the case against each other. On or before 14th January 2026 the parties herein shall withdraw the cases irrevocably against each other in relation and or in connection to subject matter including but not limited to :-

- a. Suit No. 840 of 2011 (filed by land lord Respondent No.1)
- b. Suit No. 2041 of 2011 (filed by Applicant No. 2.2)
- c. Suit No. 2309 of 2019 (filed by Applicant No. 1.2)
- d. Suit No. 2310 of 2019 (filed by Vishnu R Gupta)


- e. Suit No. 2030 of 2011 (filed by Applicant No. 1.3)
- f. Suit No. 2031 of 2011 (filed by Applicant No. 1.3)
- g. Suit No. 2411 of 2011 (filed by Applicant No. 2.1 to 2.4)
- h. Criminal case SW/350/2012 filed by the Respondents
- i. Case at Vile-Parle the Respondent shall give consent to quashed and set aside the case and or compound.

12. That the MCGM has alleged that the Applicants herein have missed the domestic water connection in the name of Respondent which was for domestic water connection of tenant of chawl for commercial purpose due to which connection has been disconnected and penalty of Rs. 5,16,001/- has been imposed by the MCGM vide their notice dated 14.11.2025 copy of which is annexed herewith. The applicant herein has already paid the principal outstanding of Rs. 34,909/- The applicants agree and undertakes to get the said penalty waive and or settled with the MCGM at their own cost and expenses.

13. That it is agreed and declare by the parties herein that the room no. 1 in said chawl is possessed by family members of the applicants herein i.e. Vishnu Rampyare Gupta and Balram Bankaprasad Gupta in relation to which RAE SUIT NO. 338 OF 2015 is pending before the small causes court at Bandra in said suit also a consent terms

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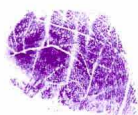


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shall be filed and the said occupant shall be provided Permanent alternate accommodation of 230 Square Feet carpet being multipurpose Room No. 3, on first floor of the second phase of construction. Draft consent terms in said suit is attached herewith.

14. That both the parties hereto shall abide by the present settlement. Respondents shall not make any claim in future in respect of the subject matter of the present application.

15. That both parties hereto have agreed and consented that they will cooperate with each other in manner as mentioned hereinabove. The undertaking given herein are accepted by the Hon'ble Court.



RHT

1.1 Ramrati Bansidhar Gupta

मि. - १२/११/११ - १११
1 Dilip jethalal Modi



1.2 Krishnaji Bansidhar Gupta

Jethalal Modi

2. Rajendra Jethalal Modi

रामशिशु गुप्ता

1.3 Ramashish Bansidhar Gupta

Kalpna B Modi
3. Kalpana Bharat Modi



2.1 Sudamadevi Kankaprasad Gupta

Bhodi

4. Neha Bharat Modi

बलराम गुप्ता
2.2 Balram Bankaprasad Gupta

5. Krunal Bharat Modi

बजरंगबाली गुप्ता
2.3 Bajrangbali Bankaprasad Gupta

Adv for the Respondents
For M/s. Legal Vision

संजय गुप्ता
2.4 Sanjay Bankaprasad Gupta

Confirming party

विष्णु गुप्ता
1. Vishnu Rampyare Gupta

बलराम गुप्ता
2. Balram Bankaprasad Gupta
(In capacity of occupier of Room No.1)

Advocate for the Applicants
Adv Anita Dwivedi

5. Accordingly, the impugned Judgment and Decree dated 3rd May 2018 passed by the learned Appellate Bench of the Small Causes Court at Mumbai in RAD Appeal No.5 of 2016 is quashed and set aside. The Judgment and Decree dated 31st October 2014 passed by the learned Judge, Small Causes Court at Mumbai in RAD Suit No.722 of 1990 is confirmed and the said RAD Suit No.722 of 1990 is further decreed in terms of the Consent Terms.
6. All the statements made in the Consent Terms by either of the parties are accepted as undertakings given to this Court.
7. Accordingly, the Civil Revision Application is disposed of in above terms with no order as to costs.
8. In view of disposal of the Civil Revision Application, nothing survives in the Interim Application and the same is also disposed of.

[MADHAV J. JAMDAR, J.]