

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3224 OF 2025

Jal Nari Mehta

...Petitioner

Versus

M/s. Kishanchand Chellaram

...Respondent

Mr. Munir Merchant i/b. MZM Legal, for the Petitioner.

Mrs. Shahnaz Baig, for the Respondent.

CORAM: MADHAV J. JAMDAR, J.

DATED : 22nd APRIL 2025

P. C.:

1. Heard Mr. Merchant, learned Counsel appearing for the Petitioner and Mrs. Baig, learned Counsel appearing for the Respondent. Both the learned Counsel state that the parties have settled the dispute and tender the Consent Terms.

2. The Consent Terms are signed by the Petitioner as well as by the Constituted Attorney-Vandan G. Agrawal of the Respondent. A copy of the Power of Attorney is annexed to the Consent Terms. Both, the Petitioner and the Constituted Attorney of the Respondent are personally present in Court and they state that the parties have settled the dispute and Consent Terms are signed by them.

3. The Consent Terms are also signed by the learned Advocates appearing for the respective parties and they identify the signatures of respective parties.

4. The Consent Terms are taken on record and marked 'X' for identification. The said Consent Terms read as under:

"CONSENT TERMS"

1. By consent of the parties, the impugned order dated 11th November 2024 is set aside and the parties hereto agree to the following arrangement on the basis of which the present Petition be disposed of.

*2. The parties agree that the Petitioner is permitted to carry out tenable repairs and renovations to the suit premises being Flat No. 102, 1st Floor, Carmichael House, Carmichael Road, Mumbai- 400 026 ("**suit premises**").*

3. The parties hereby agree that Mr. Pradeep N. Kushwar, Architect, appointed by the Hon'ble Small Causes Court by way of the impugned order dated 11th November 2024 shall act as court appointed Architect under whose observation the Petitioner shall carry out repairs and renovations to the suit premises. The repairs and renovations shall be carried out by the Petitioner at his cost and expenses and through his contractor.

4. The parties hereby agree that before the Petitioner starts the work of tenable repairs the Court appointed Architect namely Mr. Pradeep N Kushwar along with the representatives of the Petitioner and Respondent shall visit the suit premises and inspect the same and make a report of the current position of the suit premises. The Architect shall be entitled to take photographs of

the suit premises. After inspection of the suit premises, the Architect shall prepare a report along with photographs of the current position of the suit premises and give a copy of the report to the parties hereto. It is agreed that the purpose of the Architect to visit the suit premises is only to ascertain the current position of the suit premises and that the Architect or the Respondents shall not interfere in any manner whatsoever in the Petitioner carrying out the repairs and renovations.

5. After the repairs and renovation are completed, the Architect so appointed by this Hon'ble Court shall file a report before the Hon'ble Court of Small Causes at Mumbai detailing the repairs carried out by the Petitioner in the suit premises.

6. It is agreed that the charges/fees of the Architect for inspecting the suit premises and preparing the report of the current position of the suit premises before starting the repairs shall be borne by the Petitioner and Respondents in equal shares. However, cost of the Architect for visiting the suit premises for inspecting the same during the repairs and renovations being carried out, and for preparing a final report shall be borne by the Petitioner.

7. The Respondents along with their Engineer Mr. Aditya Deshmukh with prior intimation of 48 hours shall be entitled from time to time to only inspect the suit premises during the work is being carried out by the Petitioner.

8. The Petitioner shall within two weeks from the date of filing of the present Consent Terms intimate the Architect about the present Consent Terms and the order passed in terms of the Consent Terms, post which the Architect shall fix a date and time to visit the suit premises.

9. In view of the above arrangement, the present Petition stands disposed of in terms of what is stated herein.”

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

6. In view of the Consent Terms, order dated 11th November 2024 passed by the learned Judge, Small Causes Court, Mumbai below Exhibits-31, 86 and 93 in R.A.E. & R. Suit No.1137 of 2015 is quashed and set aside and the said Application bearing Exhibits-31, 86 and 93 are disposed of in terms of the Consent Terms.

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

[MADHAV J. JAMDAR, J.]

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