

Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO.349 OF 2023

1. Norysca Wassoodew (Since Deceased) ...Applicants
2. Sean Wassoodew & Anr.

Versus

- Vanita More (Since Deceased)
1(a) Anupama Ashok Ankushrao & Ors. ...Respondents

WITH
INTERIM APPLICATION NO.7061 OF 2025
IN
CIVIL REVISION APPLICATION NO.349 OF 2023

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2. Sean Wassoodew & Anr.

Versus

- Vanita More (Since Deceased)
1(a) Anupama Ashok Ankushrao & Ors. ...Respondents

Ms. Vijaya Ingule a/w Rupesh Mandhare, for the Applicants.

Mr. Malhar Bageshwar i/b Samir Suryawanshi, for the Respondent No.1(b).

CORAM: MADHAV J. JAMDAR, J.
DATED: 23 APRIL 2025

P.C.:

- Both the learned Counsel state that parties have settled the dispute and tender 'Consent Terms'.
- The Consent Terms are signed by the Applicant No.2. The

Applicant No.2 has signed the Consent Terms on behalf of the Applicant No.3 as her Constituted Attorney. The Power of Attorney dated 14th June 2005 is also annexed to the Consent Terms. The Applicant No.1 has passed away. The Applicant Nos.2 and 3 are the heirs and legal representatives of the Applicant No.1. The Consent Terms are also signed by Respondent No.1(b) who is also Constituted Attorney of Respondent Nos.1(a) and 1(c). Both, Applicant No.2 and Respondent No.1(b) are personally present in Court. Both of them state that the dispute between the parties has been settled in terms of the Consent Terms and accordingly they have signed the Consent Terms. The Consent Terms are also signed by the learned Advocates of the parties who identify the respective signatures of the parties. Accordingly, the Consent Terms are taken on record and marked "X" for identification. The Consent Terms read as under :-

"CONSENT TERMS"

The present Civil Revision Application has been filed by the Applicants seeking to challenge judgement and order dated 11th October, 2022 passed by the Ld. Appellate Bench of the Small Causes Court at Bandra, Mumbai in (A-1) Appeal No. 155 of 2018 whereby the judgement and decree dated 19th December, 2015 passed by the Ld. Small Causes Court in RAE & R Suit No. 216/556 of 2005 was confirmed thereby dismissing the Suit filed by the Applicant/Plaintiff seeking eviction of the Respondents/Defendants from Garage no. 1, Ground floor, 'Rayfreda' at the Junction of Andheri Kurla Rd. and Mahakali Caves Rd., Andheri (E), Mumbai 400 050 (hereinafter referred to as the "said premises").

- 1. It is agreed that the Applicants shall pay a sum of Rs.*

41,00,000/- to the Respondent No. 1 (b) pursuant to which the Respondents shall handover the possession of the said premises to the Applicants.

- 2. The Applicants shall make payment to the Respondent No. 1(b) of the aforementioned sum of ₹ 41,00,000/- (Rupees forty one lakhs only) within a period of two months from the date hereof. The said amount of Rs. 41,00,000/- in any event shall be paid within 3 months from today along with interest thereon @ 15% p.a. calculated from the date hereof, if it is not paid within a period of two months from the date hereof.*
- 3. Simultaneously with the payment of the aforementioned sum of ₹ 41,00,000/- (Rupees forty one lakhs) to the Respondent No. 1 (b) as undertaken by the Applicants, Respondents agree and undertake to hand over possession of the suit premises to the Applicants. In the event that the Respondents fail to hand over possession of the suit premises to the Applicants despite Respondent No. 1(b) being ready and willing to pay the amount of ₹ 41,00,000/- (Rupees forty one lakhs), such readiness and willingness to be demonstrated by furnishing pay order for the said amount, the Respondents shall be liable to be evicted and in addition shall be liable to pay rent, arrears of rent and interest thereon till the date they handover vacant possession of the said premises to the applicants. Furthermore, in the event the Applicants default in making payment of Rs.41,00,000/- to the Respondent No. 1 (b), then the present CRA shall stand dismissed and the Applicants will not have any claim/arrears of rent for the said premises which is in possession of the Respondents.*
- 4. Upon payment of the aforementioned amount of ₹ 41,00,000/- (Rupees forty one lakhs) to the Respondent No. 1 (b) and upon the Respondents handing over possession of the suit premises to the Applicants, neither party shall have any claims or demands of any nature whatsoever either through themselves or through agents or representatives and that they shall not hereafter make any further claims against each other.*
- 5. The Parties shall bear their own costs of the present proceedings.*

6. *The Parties agree that the impugned judgement and decree dated 19th December, 2015 passed by the Ld. Small Causes Court in RAE & R Suit No. 216/556 of 2005 and as confirmed by the judgement and order dated 11th October, 2022 passed by the Ld. Appellate Bench of the Small Causes Court at Bandra, Mumbai in (A-1) Appeal No. 155 of 2018 shall stand modified as and by way of the present Consent Terms as above.”*

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

3. Accordingly, the Civil Revision Application is disposed of in terms of the Consent Terms.

4. As the Civil Revision Application is disposed of in terms of the Consent Terms, nothing survives in the Interim Application and the same is also disposed of.

[MADHAV J. JAMDAR, J.]