

IN THE COURT OF SMALL CAUSES AT BOMBAY

R.A.D Suit No. 4714 of 1989

Keith Jacob

.. Plaintiff.

V/s.

Vijaykumar Bhalla & Anr.

.. Defendants.

ORDER :

Plff. and Adv. present. Deft. 1 & 2 absent.  
Adv. for defts. 1 & 2 present.

The C. Terms dt. 25-1-90 are taken on record of  
this suit & filed.

Suit decreed in terms of consent terms. No order  
as to costs.

Sd/-  
Judge  
25-1-90  
3-12P.M.

C.R.No. 13

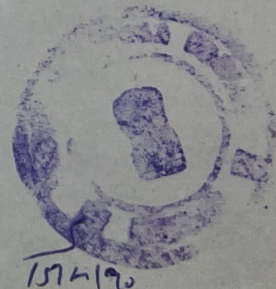
sbm/- 13.2.90

Copy applied for on 11/2/90 1st Feb. ninety  
Copying fee paid on 11/2/90 1st Feb. ninety  
Charges RS 1-10 RS on C. S. Phnom  
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Typed by mankar  
Compared on Diwate

SUPERINTENDENT  
COPYING DEPARTMENT  
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Registrar  
13/2/90



... the defendants are the Landlords and the Owners  
in respect of the immovable property bearing Plot

971

4714

IN THE COURT OF SMALL CAUSES AT BOMBAY.  
R.A.D. Smt. No. ~~7117~~ 2-1989  
R.A. DECL. STAMP NO. 7072 of 1989.

Shri Keith Jacob. ...Plaintiff.

Vs.

Shri Vijay Kumar Bhalla  
& Anr. ... Defendants.

CONSENT TERMS.



It is agreed by and between the parties hereto as follows:

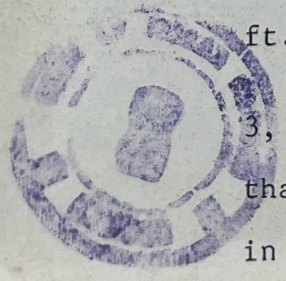
1. The Plaintiff hereby declares to this Hon'ble Court that the Plaintiff is the only heir and legal representative of the late Vishram Jacob and Smt. Marry V. Jacob under the Bombay Rent Act 1947 in respect of the suit premises and the Plaintiff further declares that save and except himself there are no other person or persons in any manner whatsoever entitled to be the heirs and/or legal representatives and/or entitled to the tenancy rights in respect of the suit premises more particularly described in the said plaint. The Plaintiff further declares that ~~there~~ <sup>these</sup> were and there are no minors. The said Vishram Jacob and Smt. Marry V. Jacob have died long back and at the time of their respective deaths the Plaintiff was residing along with them in the suit premises is the only person entitled to the said tenancy rights and no one else uder Section 5(11)(c) of the <sup>Bombay</sup> Rent Act.

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*Handwritten signature/initials*

*Handwritten signature/initials*

2. It is further agreed and declared by the Plaintiff that the suit premises admeasures about 352.20 sq. ft. carpet area.



3. The Plaintiff further admits, confirms and declares that the Defendants are the Landlords and the Owners in respect of the immoveable property bearing Plot

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C.T.S.No.B/570, House No.97, on Hill Road,  
Bandra (West), Bombay 400 050.

4. The Plaintiff has seen and verified the building plans approved by the Municipal Authorities as well as I.O.D. and the Works Commencement Certificate issued by the Municipal Authorities. The Plaintiff further declares and confirms that the suit premises <sup>are</sup> required by the Plaintiff for the development of the entire property in accordance with the <sup>sanctioned plans</sup> ~~existing~~ I.O.D. and ~~Works~~ Works Commencement Certificate.

*Gr*  
*Gr*  
*Gr*

4. In order that the Plaintiff acquires a permanent alternate accommodation elsewhere in lieu of the existing suit premises occupied by the Plaintiff on the property belonging to the Defendants, the Defendants have agreed to assist the Plaintiff <sup>in</sup> financially with a lumpsum amount of Rs.3,00,000/- (Rupees Three Lakhs only) in full and <sup>in</sup> final settlement to enable the Plaintiff to purchase an ownership flat of his own choice elsewhere, *in lieu of the suit premises.*

*Gr*  
*Gr*  
*Gr*

5. The Plaintiff do hereby surrender, release and extinguish all his tenancy rights, and other rights and interest concerning the suit premises ~~structure~~ in favour of the Defendants herein and hand over the vacant and peaceful possession of the suit premises to the Defendant together with all his family members have vacated the suit ~~structure~~ <sup>premises</sup> and hand <sup>ed</sup> over <sup>the</sup> vacant and peaceful possession of the suit <sup>premises</sup> ~~structure~~ to the Defendants <sup>by removing</sup> including all his furnitures fixtures, articles, belongings, paraphernalia, utensils etc. from

*Gr*  
*Gr*

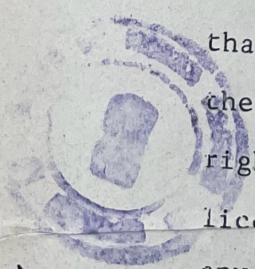
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6. The Defendants confirm and admit <sup>having received</sup> the vacant and peaceful possession of the suit ~~structure~~ <sup>premises</sup> from the Plaintiff and <sup>all</sup> his family members.

*Handwritten initials*

7. The Plaintiff doth hereby further declares confirms and admits that the defendants are absolutely entitled to either demolish the existing suit ~~structure~~ <sup>premises</sup> or to make use of the same by letting out the same to their servants, or any other person or persons on such terms and conditions as the Defendants think fit and proper and to which the Plaintiff has no objection of any nature whatsoever.

8. The Plaintiff further agrees and undertakes to this Hon'ble Court to address suitable letters to the Executive Engineer, Bombay Municipal Corporation of Greater Bombay and/or any other concerned departments or authorities withdrawing his objections and allowing the Defendants to carry out the construction and development of the entire property, in such manner as the Defendants, their nominees and assigns may deem fit and proper.



*Handwritten initials*

9. The Plaintiff further declares and confirms that during the occupation in the said suit premises the Plaintiff has not created any third party ~~right~~ right by way of tenancy or sub-tenancy, leave and licence or in any manner whatsoever nor inducted any third person or persons in the suit premises or any part thereof. The Plaintiff has further solemnly assured that he is absolutely entitled to the tenancy rights in the suit premises and to surrender the said right, title and interest and also to hand over vacant and peaceful possession of the suit ~~structure~~ <sup>premises</sup>

*Handwritten signature or initials*

without any obstruction, objections or hindrances of any nature whatsoever from any person or persons..

10. The Plaintiff further confirms and admits and acknowledges <sup>By Bank Pay Order No. 611419 dated 25/11/1970</sup> the receipt of Rs.3,00,000/- (Rupees Three Lakhs) drawn on Vijaya Bank of and from the Defendants towards the cost of acquiring permanent alternate accommodation on ownership basis <sup>lien of the suit premises in</sup> full and final settlement, satisfaction and discharge of all his claims and the right, title and interest in the suit premises and <sup>The Plaintiff</sup> agrees and undertakes to this Hon'ble Court not to make any further claim of any nature whatsoever concerning the suit <sup>premises</sup> ~~structure~~ or any part thereof.

11. The said amount has been received by the ~~Plaintiff~~ Plaintiff to enable the Plaintiff to acquire another suitable permanent accommodation on ownership basis for himself and his family members elsewhere..

12. The Plaintiff agrees and undertakes to this Hon'ble Court that in the event of any person or persons making any claim concerning the suit <sup>premises</sup> ~~structure~~ or the right, title or interest concerning there to by, from through, or under the Plaintiff or otherwise in that event the Plaintiff agrees and undertake to this Hon'ble Court to keep the defendants their estates, effects, nominees and assigns fully indemnified against all claims, actions, demands, suits, recoveries, proceeding including all the costs, charges expenses etc., they may incur in that behalf.

13. The Plaintiff further agrees and undertakes to this Hon'ble Court to sign and execute the required papers, documents and declarations as may be required by the defendants for the purposes and intents contained herein without claiming any extra charges or costs and as may be demanded by the Defendants and <sup>their</sup> Advocate.

14. The Defendant agrees and undertakes to withdraw the case No.17/Misc/90 filed by him against the Plaintiff in the Metropolitan Magistrate's Court Bandra forthwith.

15. Decree in terms of above Consent Terms.

16. No Order as to the costs of Injunction Notice and Suit.

Dated this 25<sup>th</sup> day of January 1990.

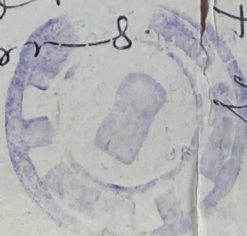
*K. K. K.*  
Plaintiff.

*A. F. Monte*  
Advocate for Plaintiff.

*Verma*  
Defendant.

*[Signature]*  
Advocate for Defendant.

*piece present. Adv. for piece present  
deed No 1 & 2 absent Adv. for  
deed. present  
these c. terms dt 25/1/1990 signed  
by the piece & no Adv, by deed No 1 who  
of the sole prop. of deed No 1 & no Adv  
are table of record of the court  
& filed in the court  
by the mutual undertakings given  
13 & 14 of these consent terms are  
accepted by the court.  
The court decreed a terms of  
Consent terms. No order as to cost*



*[Signature]*

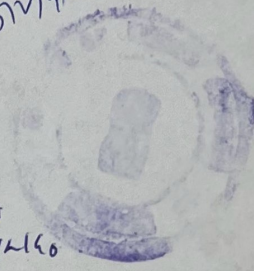
*(20)*

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15/2/90  
Registrar



16/2/90