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SLP(C)No. 21759 OF 2000

ITEM No.29 Court No. 9 SECTION XII
A/N MATTER

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil) No.21759/2000

(From the judgement and order dated 07/04/2000 in CRP 3312/99 of The HIGH COURT OF MADRAS)

DINROZE ESTATE & ORS. Petitioner (s)

VERSUS

M/S. LAWRENCE & MAYO INDIA PVT. LTD.&ANR Respondent (s)

(With prayer for interim relief)

Date : 17/09/2001 This Petition was called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE M.B. SHAH
HON'BLE MR. JUSTICE R.P. SETHI

For Petitioner (s) Mr. Ujjwal K Jhaa, Adv.
Mr. Aslam Ahmed, Adv.
Mr. Shaikh Imran Alam, Adv.
Mr. Ejaz Maqbool,Adv.

For Respondent (s) Mr. Shiva Subramanyam, Sr. Adv.
Mr. NL Ganpathi, Adv.

UPON hearing counsel the Court made the following
O R D E R

...L.....I....T.....T.....T.....T.....T.....T.....J
.SP2

Leave granted.
The appeal is disposed of in terms of the signed order with no order as to costs.

.SP1

(D.L. Chugh) (K.K. Chadha)
Court Master Court Master

Signed order is placed on the file

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IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.6503 OF 2001@@
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(Arising out of SLP(C) 21759/2000)

Donroze Estate & Ors. ....Appellants

VERSUS

M/s Lawrence & Mayo India Pvt. Ltd. & Anr. ....Respondents

O R D E R@@
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Heard learned counsel for the parties.
Leave granted.

In this appeal, the appellant-landlord has challenged the order dated 7-4-2000 rendered in C.R.P. No.3312 of 1999 passed by the High Court of Madras dismissing the revision petition and confirming the order passed by the Appellate Authority by which the Appellate Authority has fixed the fair rent of the suit premises at Rs.12810/- per month.

After considering the various aspects learned counsel for the parties have produced an application along with the affidavit stating in paragraph 7 of the application that the parties have settled the dispute outside the Court and have agreed as under:

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"On the suggestion made by this Hon'ble Court during the hearing of the above Special Leave Petition on 3-9-2001, the parties hereto have agreed that instead of the fair rent of Rs.12,810/- per month fixed for the said

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premises by the Rent Control Appellate Authority in R.C.A. No.757/93 and confirmed by the High Court of Judicature at Madras in C.R.P. No.3312/99, a sum of Rs.18,000/- may be fixed as the fair rent payable from 1-4-2000."

.....L.....I.....T.....T.....T.....T.....T.....J
.SP2

Hence, a sum of Rs.18,000/- is fixed as fair rent payable from 1-4-2000 and respondent is directed to pay accordingly. For the previous period, respondent to pay rent as fixed by the High Court by the impugned order. The impugned order passed by the High Court is modified to the aforesaid extent. The appeal is disposed of accordingly. There shall be no order as to costs.

.SP1

.....J.@@
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(M.B. SHAH)@@

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.....J.@@
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(R.P. SETHI)@@
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New Delhi,
September 17, 2001