

GAHC010132662022



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : I.A.(Civil)/3391/2022

DHANANJOY BANIK AND 3 ORS.
S/O LATE ABHOY KR. BANIK
C/O AKSHAY HARDWAY STORES
SRCB ROAD
FANCY BAZAR
GUWAHATI 781001.

2: SRI SANJOY BANIK
S/O LATE ABHOY KR. BANIK
C/O AKSHAY HARDWAY STORES
SRCB ROAD
FANCY BAZAR
GUWAHATI 781001

3: SRI JOY BANIK
S/O LATE ABHOY KR. BANIK

C/O AKSHAY HARDWAY STORES
SRCB ROAD
FANCY BAZAR
GUWAHATI 781001
VERSUS

M/S JUD CEMENT LTD. AND ANR
HAVING ITS REGISTERED OFFICE AT HANUMANBUX UMADUTTA
GS ROAD
POLICE BAZAR
SHILLONG
793001
MEGHALAYA
AND ONE OF ITS CORPORATE OFFICE SITUATED AT ANIL PLAZA
4TH FLOOR
B1

NEAR ABC BHANGAGARH
GS ROAD
GUWAHATI
781005
KAMRUP M ASSAM
REPRESENTED BY ITS DEPUTY GENERAL MANAGER
FINANCE
SRI PRATIK CHATURVEDI

2:ADARSH JHUNJHUNWALA
CHAIRMAN CUM MANAGING DIRECTOR OF JUD CEMENT LTD.
HAVING ITS REGISTERED OFFICE AT HANUMANBUX UMADUTTA
GS ROAD
POLICE BAZAR
SHILLONG
793001
MEGHALAYA
AND ONE OF ITS CORPORATE OFFICE SITUATED AT ANIL PLAZA
4TH FLOOR
B1
NEAR ABC BHANGAGARH
GS ROAD
GUWAHATI
781005
KAMRUP M ASSAM

Advocate for : MR R K MOUR

Advocate for : MR. K U AHMED appearing for M/S JUD CEMENT LTD. AND ANR

BEFORE
HONOURABLE MR. JUSTICE SOUMITRA SAIKIA

ORDER

Date : 09.03.2023

Heard Mr. R. K. Bhuyan, learned counsel for the applicants. Also heard Mr. K. U. Ahmed, learned counsel for the respondents.

This application has been filed by the plaintiff/petitioner seeking correction in the order dated 06.09.2022 passed in I.A.(C)/2030/2022.

This Court vide order dated 06.09.2022 passed in RFA No. 27/2022 and

I.A.(C)/2030/2022 had stayed the trial court's decree of eviction and recovery of arrear of rent with the following conditions-

(i) *The amount deposited before the learned court below be allowed to be withdrawn by the respondent plaintiff/decree holder on making an application and proper verification and on furnishing a bond.*

(ii) *The present appellant shall continue to pay monthly rent of the suit premises amounting to Rs. 3,00,550/- excluding GST on or before 15th day of every month in the Account of the plaintiffs i.e. No.00010100000398 (Dhananjay Banik),0001 0100 0046 51(Sanjay Banik) and A/C No. 0001 0100 0046 52 (Joy Banik) in equal proportion.*

The learned counsel for the applicant submits that while granting stay, the amount of monthly rent was wrongly quoted Rs.3,00,550/- (Three Lakh Five Hundred Fifty) when the actual amount of rent payable by the tenant Rs.3,50,550/- (Three Lakh Five Hundred Fifty). The learned counsel for the applicant has drawn attention of this Court to the plaint which is enclosed to the RFA to submit that in para- 3 (Page-35) it is stated that the rent payable is Rs.3,50,550/- per month. Further reference has been made to the agreement which is also part of the pleadings. The learned counsel for the applicant to submit that in the agreement the rent payable is clearly indicated as Rs.3,50,550/- (Page- 59 of the RFA). The learned counsel submits that this arrear which has occurred in the order passed by this Court needs be corrected inasmuch as there is no dispute that the monthly rent Rs.3,50,550/- (Three Lakh Fifty Five Hundred Fifty).

The learned counsel for the opposite party does not object to the prayer made and submits that in the order dated 06.09.2022 passed in I.A.(C)/2030/2022 the amount directed to paid by the tenant ought to have been Rs.3,50,550/- (Three Lakh Fifty Five Hundred Fifty) per month.

Having heard the learned counsels for the parties, it is seen that in the order dated 06.09.2022 passed in I.A.(C)/2030/2022, the monthly rent was recorded as Rs.3,00,550/- per month reflected in the agreement executed by and between the parties.

Accordingly, the order dated 06.09.2022 passed in I.A.(C)/2030/2022 stands corrected and the monthly rent required to be paid in terms of agreement is Rs.3,50,550/- excluding GST on or before 15th day of every month in the Account of the plaintiffs.

The monthly rent directed to be paid in terms of the order dated 06.09.2022 passed in I.A.(C)/2030/2022 shall be Rs.3,50,550/- excluding GST on or before 15th day of every month in the Account of the plaintiffs i.e. No.00010100000398 (Dhananjoy Banik),0001 0100 0046 51(Sanjoy Banik) and A/C No. 0001 0100 0046 52 (Joy Banik) in equal proportion.

This order shall be read together with order dated 06.09.2022 passed in I.A.(C)/2030/2022.

I.A. is accordingly allowed and disposed of.

JUDGE

Comparing Assistant