
**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 11653 OF 2026

IDBI BANK LTD. THROUGH ITS AUTHORIZED
OFFICER MR. DAYANAND ILAKE **...PETITIONER**

Versus

MARIGOLD MANUFACTURES LTD. **...RESPONDENT**

Mr. Girin N. Pandit, *learned counsel for the Petitioner.*

Mr. Surendra R. Yadav, *learned counsel for the Respondent.*

CORAM : ARUN R. PEDNEKER, J.

DATE : 11th SEPTEMBER, 2026.

Per Court :

1. Heard learned counsel appearing for the parties.
2. The learned Trial Court has directed the Petitioner to deposit rentals in terms of the application made under Order 15(A) of the Civil Procedure Code, 1908, as computed in paragraph 57 at page 68 of the paper-book, which is noted below :-

“57. In view of above all discussions, I am therefore, of the view that, regardless of the facts, this is a fit case to exercise jurisdiction to pass an order for deposit of arrears of license

fees/occupation charges under Rule 1 of Order XV-A of the Code. In that view of the matter, provision under Order XV-A of the Code is clearly attracted in the present case and the defendant bank becomes liable to deposit arrears of license fees including GST to the tune of total Rs. 1,85,82,164/- (Rupees One Crore Eighty Five Lakh Eighty Two Thousand One Hundred and Sixty Four only) for the period from 01/12/2020 till 31/01/2025 to be paid to the plaintiff company as per the claim of the plaintiff. The plaintiff company is also entitled to get each Rs. 14,41,813/- (Rs. 12,21,875/- per month as per the agreement + GST of Rs. 2,19,938/- Rs. 14,41,813/- each for the period of February, 2025 and March, 2025 from the defendant bank as the plaintiff company appears to have received the possession in the month of March, 2025. However, as discussed above, the plaintiff company is not entitled to get any amount towards the damages as the same is matter of trial.”

3. The Defendant-Bank is directed to deposit an differential amount of Rs. 1,85,82,164/- towards the licence fees, occupation charges including GST for a period from 1st December, 2022 to 31st January, 2025 and also at the rate of Rs. 14,41,813/- for the period from February 2025 and March 2025.

4. It is not disputed before me that the suit premises were vacated by the Petitioner on 15th March, 2025.

5. Learned counsel for the Petitioner submits that the order passed by the learned Small Causes Court dated 17th March, 2026 in interim application at Exhibit-9 was challenged before the Revisional Court/Appellate Bench of the learned Small Causes Court and the Appellate Bench also dismissed the same.

6. Challenging the orders passed by the Courts below, learned counsel for the Petitioner submits that the area of suit premises in terms of the Leave and Licence Agreement is 11500 sq.ft. He submits that joint measurement of the suit property was carried out and it was noticed that the area of suit premises is 9225.39 sq.ft. He submits that the suit premises are of lesser area than what is stated in the Leave and Licence Agreement and as such, corresponding he is liable only to pay the rentals in terms of the size of suit premises. He submits that he has been paying rentals of the suit premises from 1st May, 2022 till 20th December, 2023 @ Rs. 9,80,197.69 per month, corresponding to the size of the premises, whereas the contention of the landlord is that the Leave and Licence Agreement provides for the licence fees at the rate of Rs. 14,41,813/- (inclusive of the GST).

7. It is the contention of Petitioner that if an invoice is raised corresponding to the size occupied by the Petitioner, they are willing to pay the amount.

8. Learned counsel for the Petitioner has relied upon a joint measurement report at Exhibit-2, page 243 of the application.

9. *Per contra*, learned counsel for the landlord submits that the Petitioner-Bank has been paying rentals for last 22 years at the rate mentioned in the Leave and Licence Agreement and that they have never objected to the size of premises.

10. This Court would not go into the issue as regards the liability to pay the rentals as per size of the premises or as provided in the Leave and Licence Agreement and render any finding thereon and leave it for the learned Trial Court to decide this. However, the directions issued by the Courts below to deposit, is maintained by this Court subject to the rider that the withdrawal be permitted @ Rs. 9,80,197.69 per month plus taxes. Time to deposit the outstanding amounts, is extended by four weeks.

11. With the above observations, the present Writ Petition stands disposed of.

12. All the issues are left open to be contested before the learned Trial Court.

[ARUN R. PEDNEKER, J.]

Digitally signed
by GITALAXMI
KRISHNA
KOTAWADEKAR
Date:
2026.09.18
20:28:53 +0530