

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 1397 OF 2008

M/s. Kwaliti Rubber Works and ors.	..	Petitioners
vs.		
Mr. Ibrahim Mohammadali Vora.	..	Respondent
Mr. P.M. Arjunwadkar for the Petitioners.		
Mr. V.K. Mehta for the Respondent.		

CORAM : M. S. SONAK, J.

Date of Reserving the Judgment	:	15 April 2015.
Date of Pronouncing the Judgment	:	30 June 2015.

JUDGMENT :-

1] This petition challenges the judgment and order dated 1 December 2007 (impugned order) made by the Civil Judge, Junior Division, Dahanu (Civil Court) rejecting the application at Exhibit-46 objecting to continuance of proceedings in Regular Civil Suit No. 46 of 1999 seeking petitioners eviction from the suit premises consequent upon the provisions of Maharashtra Rent Control Act, 1999 (Rent Act) becoming applicable to the area where the suit premises are located.

2] The suit premises, which comprise godown are located at *Vadkun*, Dahanu. The Rent Act came into force with effect from 31 March 2000 and extends to the whole of the State of Maharashtra. Section 2(1) of the Rent Act provides that the same shall, in the first

instance, apply to premises let for the purposes of residence, education, business, trade or storage in the areas specified in Schedule I and Schedule II. Schedule I (para-1 entry 7) makes specific reference to *Dahanu Municipal Council*. There is no dispute that *Vadkun*, where the suit premises are located, is included in the territorial extent of said Dahanu Municipal Council. Thus, atleast on and from the commencement of Rent Act with effect from 31 March 2000, by virtue of Section 2(1) of the Rent Act, the same applies to the suit premises. The preamble to the Rent Act declares that the same is an Act to unify, consolidate and amend the law relating to control of rent and repairs of certain premises and of eviction and for encouraging the construction of new houses by assuring a fair return on the investment by landlords and to provide for the matters connected with such purposes.

3] The respondent (plaintiff in Regular Civil Suit No. 46 of 1999) on or about 7 June 1999 instituted against the petitioner-tenant, Regular Civil Suit No. 46 of 1999 seeking eviction from the suit premises, *inter alia* on the grounds of failure to regularly pay the rent reserved, causing damage to the suit premises and for reasonable and bonafide personal requirement. In such suit, the statement was made at paragraph 11 of the plaint with the suit

premises are situated at *village Vadkun, Tal. Dahanu* and the provisions of the Bombay Rent Act are not applicable to the same. This is reference to the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947 (1947 Act), which was the law prevalent on the date of institution of the suit.

4] The petitioner-tenant filed a written statement on 6 June 2000, in which a specific contention was raised that consequent upon the coming into force of Rent Act and its applicability to the entire Dahanu Municipal area inclusive of area of *Vadkun*, the suit as instituted was not maintainable and the plaint was required to be returned for presentation before the appropriate forum. The issues were cast on 14 August 2000 and the very first issue, though inartistically cast, suggests that the same concerned the jurisdiction of the Civil Court to proceed in the matter, consequent upon the coming into force of Rent Act and with effect from 31 March 2000.

5] On 8 October 2000, the petitioners-tenants, vide application at Exhibit-46, invited the Civil Court to rule upon the issue of jurisdiction. By the impugned order, the Civil Court has held that consequent upon the Rent Act being made applicable to the suit premises, the petitioners have become '*protected tenant*'. However,

the Civil Court has proceeded to hold that since the suit was instituted before the coming into force of the Rent Act, the ordinary rule that the rights of litigants are to be governed by the law prevalent at the time of commencement of suit, is to prevail and the suit is therefore, maintainable and is required to be governed by and dispose of in accordance with law prevalent on the date of its institution, i.e., 7 June 1999.

6] Mr. P.M. Arjunwadkar, the learned counsel for the petitioners-tenants, submitted that once the Civil Court has accepted the position that the petitioners were '*protected tenants*' *qua* the suit premises, there could be no escape from the corollary that the proceedings under the general law were without jurisdiction and the only remedy open to the respondent-landlord for securing possession of the suit premises, was to institute proceedings under the Rent Act. In this regard, reliance was placed upon the decision of the learned Single Judge of this Court in case of *Shantabai Y. Kothare and ors. Vs. Shankar Parshuram Naik since deceased represented through Lrs. Prabhavati Shankar Naik and ors.*¹.

7] On the other hand, Mr. V.K. Mehta, learned counsel for the respondent-landlord, defended the impugned order by submitting

1 2006(5) Mh.L.J. 651

that the Rent Act, not being retrospective, the suit filed prior to coming into force of the same, shall have to be decided on the basis, that the Rent Act had not been passed. In this regard, reliance was placed upon the decisions in case of *Nilkant R. Chandole vs. Rasiklal M. Gujar*², *Lilabai R. Waghela & ors. Vs. Kesharao D. Tidke*³, *Piorja M. Mehta vs. Dr. Nambai J. Cama & ors.*⁴, *Pralhad L. Chavan vs. Iqbal Hussain Inayat Husain Badri*⁵, and *Abde Musa s/o. Mulla Ali Saheb & ors. Vs. Lalta Prasad his Lrs. Rukhminibai wd/o Laltaprasad Gupta and ors.*⁶

8] The rival contentions now fall for my determination.

9] There is undoubtedly incongruity in the reasoning adopted in the impugned order. Once it is accepted that the petitioners are 'protected tenants' for the purposes of Rent Act, then there is no question of permitting the eviction of such 'protected tenants' on grounds other than those permitted under the Rent Act. Significantly, the respondent-landlord has, at no stage, challenged the observations/findings in the impugned order, to the effect that the petitioners are 'protected tenants' under the Rent Act *qua* the suit

2 41 BLR 280 (F.B.)

3 1986 Mh.L.J. 207

4 1987 Mh.L.J. 97997

5 1996(2) Mh.L.J. 604 (SC)

6 2008(5) Mh.L.J. 350.

premises at least with effect from 31 March 2000, which is the date the Rent Act came into force and was made applicable to the area, in which the suit premises are located.

10] Mr. Mehta, however, made reference to the provisions contained in Sections 46 and 58 of the Rent Act to contend that since the suit instituted by the respondent-landlord was pending on the date of coming into force of the Rent Act, the same required to be proceeded with and disposed of as if the Rent Act had not been passed. It is not possible to accept the contention of Mr. Mehta upon plain reading of the provisions contained in Sections 46 and 48 of the Rent Act.

11] Section 46 of the Rent Act reads thus:

46. Pending suits and proceedings in courts.

(1) Subject to sub-section (2), all suits and proceedings filed by landlords, being the landlords referred to in clause (a) or (b) or (c) of section 41 for eviction of tenant on the grounds specified in section 22 or 23 or 24 and pending on the date of commencement of this Act, unless the landlord withdraws the same in relation to relief of recovery of possession of the premises claimed therein, be heard, proceeded with and disposed of by the Court in which such suit or proceeding is pending as if this Act had not been passed.

(2) Any such landlord seeking to evict the tenant on the grounds specified in section 22 or 23 or 24 may, if he has already proceeded against the tenant in a suit or in a proceeding in the court and withdraws the suit or proceeding in relation to the claim made therein with leave of court,

proceed against the tenant in accordance with the provisions of this Chapter.

12] In the first place, Section 46(1) makes reference to all suits and proceedings filed by landlords referred to in clauses (a) or (b) or (c) of section 41. Secondly, such suits must be of grounds specified in section 22 or 23 or 24 of the Rent Act. If both these conditions simultaneously exist and such suit is pending on the date of commencement of the Rent Act, then in terms of Section 46(1), such suits shall be proceeded with and disposed of by the Court, as if the Rent Act had not been passed.

13] Sub-clauses (a),(b) or (c) of the Rent Act define '*landlord*' for purposes of Chapter-VIII of the Rent Act. Sub-clause (a) concerns a person, who has created a service tenancy in favour of his employee under Section 22; sub-clause (b) concerns a member of the armed forces of the Union or a scientist or a Government servant or as successor-in-interest, as referred to in Section 23; sub-clause (c) concerns a person who has given premises on licence for residence as referred to in Section 24. The Rent Act makes special provisions for recovery of possession in case of service tenancy (section 22), in case of members of armed forces and scientists (section 23) and from a licensee whose license has expired (section 24). The

respondent-landlord, in the present case, can neither claim to be a landlord referred in clauses (a) or (b) or (c) of Section 41 of the Rent Act, nor can it be said that the suit as instituted by the landlord in the present case is on the grounds specified in Sections 22 or 23 or 24 of the Rent Act. Accordingly, there is no question of applicability of the provisions contained in Section 46 of the Rent Act.

14] Section 58 of the Rent Act reads thus:

58. *Repeal and saving.-*

(1) *On the commencement of this Act, the following laws, that is to say,-*

(a) *the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947;*

(b) *the Central Provinces and Berar Regulation of Letting of Accommodation Act, 1946 including the Central Provinces and Berar Letting of Houses and Rent Control Order, 1949; and*

(c) *the Hyderabad Houses (Rent, Eviction and Lease) Control Act, 1954; shall stand repealed*

(2) *Notwithstanding such repeal,*

(a) *all applications, suits and other proceedings under the said Acts, pending, on the date of commencement of this Act before any Court, Controller, Competent Authority or other office or authority shall be continued and disposed of, in accordance with the provisions of the Acts so repealed, as if the said Acts had continued in force and this Act had not been passed;*

(b) *the provisions for appeal under the Acts so repealed shall continue in force in respect of applications, suits and proceedings disposed of thereunder;*

(c) any appointment, rule and notification made or issued under any of the repealed Acts and in force on the date of commencement of this Act shall, in so far as they are not inconsistent with the provisions of this Act, be deemed to have been made or issued under this Act and shall continue in force until it is superseded or modified by any appointment, rule or notification made or issued under this Act;

(d) all prosecutions instituted under the provisions of any of the repealed Acts shall be effective and disposed of in accordance with the law.

15] Section 58(1) repeals the enactment referred to therein. Section 58(2) provides that notwithstanding such repeal, all applications, suits, and other proceedings under the repealed Acts pending on the date of commencement of Rent Act before any Court, Controller, Competent Authority or other office or authority shall be continued and disposed of, in accordance with the provisions of the repealed Acts, as if the repealed Acts had continued in force and the Rent Act had not been passed. The sub-clause (b) of Section 58(2) makes provision for continuance of appeal provision under the repealed Acts in respect of applications, suits and proceedings disposed of thereunder.

16] From the analysis of the aforesaid, it is clear that certain enactments like the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947, the Central Provinces and Berar Regulation of Letting of Accommodation Act, 1946 including the Central Provinces

and Berar Letting of Houses and Rent Control Order, 1949 and the Hyderabad Houses (Rent, Eviction and Lease) Control Act, 1954 have been repealed by the Rent Act. Notwithstanding such repeal, the applications, suits and proceedings under the said repealed Acts have been protected and directed to be continued and disposed of in accordance with repealed Acts, as if the repealed Acts had continued in force and the Rent Act had not been passed. The protection therefore, is in respect of applications, suits and other proceedings including provisions for appeal under the repealed Acts referred to in Section 58(1). Section 58 of the Rent Act, therefore, affords no protection to suits or proceedings under the general law, notwithstanding, the circumstance that the defendant in such a suit has become a protected tenant for the purposes of Rent Act and therefore, can be evicted only upon the grounds and in the manner provided under the Rent Act. The provisions of Section 58 of the Rent Act, therefore, do not assist Mr. Mehta, in his contention.

17] In the case of *Nilkanth R. Chandole (supra)*, the Full Bench of this Court has held that the provisions contained in Section 12 (2) and 12(3) of the 1947 Act are prospective in operation and will not apply in a situation where a decree of eviction was already made when the 1947 Act came into force. This decision is of no assistance

to Mr. Mehta and in any case distinguishable. In the present case, no decree was made in the suit by the time the Rent Act came into force. The suit in the present case, was instituted on 7 June 1999 and the Rent Act came into force on 31 March 2000. Besides, the Full Bench of this Court, in case of *Nilkanth Chandole (supra)*, was concerned with the peculiar phraseology employed by the legislature in sub-sections (2) and (3) of the Section 12 and Section 50 of the 1947 Act. Section 50 of the 1947 Act had provided for repeal of the Bombay Rent Restriction Act, 1939 and the Bombay Rents, Hotel Rates and Lodging House Rates (Control) Act, 1944. The proviso to Section 50 had, however, provided that all suits and proceedings between landlord and tenant relating to recovery of fixing of rent or possession of any premises to which Part-II applies, which were pending in any Court, shall be transferred and continued before Courts, which would have jurisdiction to try such suits or proceedings under the 1947 Act. The proviso was ultimately made inapplicable by the legislature to execution proceedings and appeals arising out of decrees or orders passed before the coming into force of the 1947 Act, which were directed to be decided and disposed of as if the 1947 Act had not been passed. Further, the Full Bench in recording the conclusion that the provision contained in Sections

12(2) and 12(3) of the 1947 Act were prospective and not retrospective applied the following reasoning in the context of the peculiar phraseology employed in the said provisions:

“In our opinion this section is in terms prospective and not retrospective. Sub-section (2) clearly relates to suits which may be instituted after the Act has come into force. It cannot even by straining the language apply to suits which were already pending when the Act was put on the statute book, and sub-s. (3) which gives the right to the tenant to pay or tender the rent at the hearing of the suit only applies to those suits which may be instituted after the Act comes into operation because it in terms states “in such suit” and not “in any suit”. “Such suit” can only be a suit referred to in sub-sections (2) and (3) of Section 12.”

18] In the aforesaid regard, it is necessary to note that although the provisions contained in erstwhile Section 12 of the 1947 Act correspond to the provisions contained in Section 15 of the Rent Act, nevertheless there is small but significant difference in the phraseology employed in the two provisions. This difference is particularly relevant in the context of the afore quoted reasoning of the Full Bench in the case of *Nilkanth Chandole (supra)*. In section 15(3) of the Rent Act which corresponds to Section 12(3) of the 1947 Act which came up for consideration in case of *Nilkanth Chandole (supra)*, the legislature has employed the phrase, 'in any suit' in contradistinction to the phrase 'in such suit' employed in Section 12(3) of the 1947 Act. This is yet another reason why the Full Bench decision will not apply to the present case.

19] The decision in case of *Piroja Mehta (supra)*, has held that even the amended Section 12(3) of the 1947 Act is not retrospective, but prospective. The reasoning is based upon the decision in *Nilkanth Chandole (supra)* and is therefore inapplicable and in any case distinguishable on the same grounds.

20] The decision in the case of *Lilabai Waghela (supra)*, has held that Section 26A of the Provincial Small Cause Courts Act, 1887 as amended in 1984 is prospective and not retrospective and therefore pending suits have to be decided as if the amendment Act had not come into force. This decision, almost entirely turns upon the provisions contained in Amendment Act, including the provisions contained in Section 26A and 26C of the Provincial Small Cause Courts Act, 1887, which specifically provided for such an effect. In absence of similar provisions under the Rent Act, no assistance can be drawn from the decision in case of *Lilabai Waghela (supra)*.

21] In case of *Abde Musa s/o. Mulla Saheb (supra)*, this Court reiterated its view expressed in the case of *Lilabai Waghela (supra)*. This decision is, therefore, inapplicable and in any case, distinguishable for the same reasons which apply to the decision in the case of *Lilabai Waghela (supra)*.

22] In case of *Pralhad L Chavan (supra)*, the Hon'ble High Court has held that subsequent events cannot be taken into account after the order passed in rent control proceedings has attained finality. This decision, again turns on the provisions contained in Section 13 of the Rent Control Order, 1949 and in any case, is inapplicable to the present case, where the proceedings instituted by the respondent-landlord had not attained any finality on the date when the Rent Act came into force.

23] In the context of the provisions contained in Section 15(1) of the Rent Act, reference can be usefully made to the provisions contained in Section 12(1) of the 1947 Act as interpreted by the Hon'ble Apex Court in case of *Shah Bhojraj Kuverji Oil Mills and Ginning Factory vs. Subhash Chandra Yograj Sinha*⁷, in which it was observed thus:

(11) The second contention urged by the learned Attorney-General that S. 12 (1) applied from the date on which the Act was extended to the area in question is, in our opinion, sound. Section 12 (1) enacts a rule of decision, and it says that a landlord is not entitled to possession if the tenant pays or shows his readiness and willingness to pay the standard rent and to observe the other conditions of the tenancy. The word "tenant" is defined in the Act to include not only a tenant, whose tenancy subsists but also any person remaining, after the determination of the lease, in possession with or without the assent of the landlord. The present appellants, as statutory tenants, were within the rule enacted by S. 12 (1) and entitled to its protection, if the subsection could be held applicable to this suit.

7 AIR 1961 SC 1596

(12) Both the Bombay High Court and this Court had, on the previous occasions, observed that S. 12 (1) of the Act was prospective. In those cases, the learned Judges were concerned with the interpretation of sub-secs. (2) and (3) only, which, as the words of those sub-sections then existing show, were clearly prospective, and were applicable to suits to be instituted after the coming into force of the Act. But a section may be prospective in some parts and retrospective in other parts. While it is the ordinary rule that substantive rights should not be held to be taken away except by express provision or clear implication, many Acts, though prospective in form, have been given retrospective operation, if the intention of the legislature is apparent. This is more so, when Acts are passed to protect the public against some evil or abuse. (See Craies on Statute Law, 5th Edn., p. 365). The sub-section says that a landlord Shall not be entitled to the recovery of possession of any premises so long as the tenant pays or is ready and willing to pay the standard rent etc., and observes and performs the other conditions of the tenancy. In other words, no decree can be passed granting possession to the landlord, if the tenant fulfills the conditions above mentioned. The Explanation to S. 12 makes it clear that the tenant in case of a dispute may make an application to the Court under sub-sec. (3) of S. 11 for fixation of a standard rent and may thereafter pay or tender the amount of rent or permitted increases specified in the order to be made by the Court. The tenants, in the present case, have expressed their readiness and willingness to pay, and it is clear that they fulfill the requirements of sub-s. (1) of S.12, and the landlord is, therefore, not entitled to the relief of possession.

(13) Both the High Court as well as this Court in their previous decisions, referred to above, were not called upon to interpret sub-sec. (1) of the Act. They were dealing with appeals arising out of decrees already passed. The observations that S.12 was prospective were made with reference to sub-secs. (2) and (3) and not with respect to sub-sec. (1), which did not even find a mention in those judgments. The question then was whether S.12 by itself or read with the proviso to S. 50 was applicable retrospectively to appeals. That is not the question which has arisen here. Then again, S.12 (1) enacts that the landlord shall not be

entitled to recover possession, not "no suit shall be instituted by the landlord to recover possession". The point of time when the sub-section will operate is when the decree for recovery of possession would have to be passed. Thus, the language of the sub-section applies equally to suits pending when Part-II comes into force and those to be filed subsequently. The contention of the respondent that the operation of S. 12 (1) is limited to suits filed after the Act comes into force in a particular area cannot be accepted. The conclusion must follow that the present suit cannot be decreed in favour of the respondent. The decisions of the High Court and the Court of First Instance are thus erroneous, and must be set aside.

24] Section 12(1) of the 1947 Act as interpreted by the Hon'ble Apex Court in case of *Shah Bhojraj Kuverji Oil Mills and Ginning Factory (supra)* reads thus:

12. (1) A landlord shall not be entitled to the recovery of possession of any premises so long as the tenant pays, or is ready and willing to pay, the amount of the standard rent and permitted increases, if any, and observes and performs the other conditions of the tenancy, in so far as they are consistent with the provisions of this Act.

25] Section 15(1) of the Rent Act, with which we are concerned reads thus:

"(1) A landlord shall not be entitled to the recovery of possession of any premises so long as the tenant pays, or is ready and willing to pay, the amount of the, standard rent and permitted increases, if any, and observes and performs the other, conditions of the tenancy, in so far as they are consistent with the provisions of this Act. "

26] On examination of aforesaid two provisions, it is clear that they are *pari materia*. The interpretation by the Hon'ble Apex Court on the provisions contained in Section 12(1) of the 1947 Act, will

therefore, apply to the interpretation of Section 15(1) of the Rent Act. The Hon'ble Apex Court, has in terms ruled that the protection of the provision contained in Section 12(1) of the 1947 Act will apply to suits pending when Part-II of the 1947 Act came into force and rejected the contention that operation of Section 12(1) of the 1947 Act is limited to suits filed after the 1947 Act comes into force in a particular area. The decision in case of *Shah Bhojraj Kuverji Oil Mills and Ginning Factory (supra)*, is therefore applicable to the present case.

27] This Court, in case of *Shantabai Yashwant Kothare (supra)*, has held that no sooner village Majiwade was included within the limits of Municipal Corporation, Thane, the provisions of the 1947 Act became applicable to the tenanted premises and the tenant therein became protected tenant. The decrees made by the Civil Courts under the general law were accordingly set aside and the matter was remanded to the Trial Court with direction to return the plaint to the original plaintiffs for being presented to the proper Court viz., Rent Court/Small Causes Court, for disposal according to law.

28] In the present case, coincidentally the suit came to be instituted in the Court of Civil Judge, Junior Division at Dahanu,

which is also the Court of competent jurisdiction under the provisions of Rent Act which came into force with effect from 31 March 2000. The petitioner, vide its application at Exhibit-46 had also sought for a direction to return the plaint to the plaintiff, for presentation before the competent Court of law. No useful purpose would be served, in the peculiar facts and circumstances of the present case, in making such a direction, even though it is true that the Civil Judge, Junior Division exercises two separate jurisdictions, i.e., one under the general law and the other under the Rent Act. The interest of justice would be met, in the peculiar facts and circumstances of the present case, if the suit is permitted to be proceeded with in the Court of Civil Judge, Junior Division on the basis that the same was instituted in the Court of Civil Judge, Junior Division exercising powers or in its capacity as competent Court under the Rent Act. It is ordered accordingly.

29] As noted earlier, the suit in the present case was instituted seeking eviction of the petitioners on the ground of default in payment of rent, construction of permanent structure without the consent of landlord and reasonable and *bona fide* personal requirement. Such grounds are permissible grounds under sections 15, 16(1)(b) and 16(1)(g) of the Rent Act. Therefore, this is really

not a case where the respondent-landlord is seeking eviction of the petitioners-tenants upon grounds other than those envisaged by the Rent Act. In any case, considering that much time has elapsed since the institution of the suit and now that it is held that the proceedings in the suit will be governed by the Rent Act, it is only appropriate that the parties are granted opportunity to amend their pleadings, if they so desire. As of now, the trial in the suit has not commenced. Therefore, grant of such opportunity to either parties, will not occasion any serious prejudice. There may arise some difficulty, both to the respondent-landlord as well as the petitioners-tenants in the context of provisions contained in sub-sections (2) and (3) of Section 15. In case, the respondent-landlord has not furnished the notice as contemplated by Section 15(2) of the Rent Act, the respondent-landlord is at liberty to continue the present proceedings seeking eviction of the petitioners-tenants on the grounds provided in Section 16(1)(b) and 16(1)(g) of the Rent Act. The respondent-landlord can always issue notice as contemplated by Section 15(2) and thereafter institute fresh proceedings, should it chose to do so. This will also afford an opportunity to the petitioners-tenants to seek dismissal of such a suit upon complying with the provisions contained in Section 15(3) of the Rent Act.

30] This petition is, accordingly, disposed of with the following order:

(a) The finding of the Trial Court that the petitioners are “*protected tenants*” is confirmed;

(b) In view of peculiar position that the Court of Civil Judge, Junior Division, Dahanu is also the competent Court for the purposes of Rent Act, Regular Civil Suit No.46 of 1999 shall be deemed to have been instituted before such competent Court under the Rent Act and be proceeded with and decided having regard to the provisions of Rent Act, which are held applicable to the same;

(c) The Trial Court, in proceeding with the Regular Civil Suit No. 46 of 1999 to take into consideration the observations in this judgment and order, including in particular paragraphs 28 and 29 thereof;

(d) In case, the parties desire to amend their respective pleadings, in the light of applicability of the provisions of the Rent Act such opportunity may be granted by the Trial Court to the parties, considering that the trial in the suit is yet to commence;

(e) Parties to appear before the Trial Court on 20 July 2015 at 3.00 p.m., and produce an authenticated copy of this order;

31] Rule is accordingly made absolute to the aforesaid extent. There shall be no order as to costs.

32] All concerned to act upon an authenticated copy of this order.

(M. S. SONAK, J.)

33] At this stage, Mr. V.K. Mehta, the learned counsel for the respondent, seeks a stay on the implementation of the judgment and order just pronounced, for a period of eight weeks, as the respondent desires to take recourse against the same before the Hon'ble Apex Court. Request is reasonable and accordingly, the implementation of the judgment and order is stayed for a period of eight weeks from today. Subject to any orders in the meantime from the Hon'ble Apex Court, the parties to appear before the Trial Court on 21 September 2015 at 3.00 p.m. and produce an authenticated copy of this order.

(M. S. SONAK, J.)