

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 6975 OF 2014

M/s. Power House Fitness Limited .. Petitioner
vs.
M/s. Raj Dadarkar & Associates .. Respondents

Mr. Rohit Pande for Petitioners.
Mr. Bipin Joshi with Mr. Prayag Joshi for Respondents.

CORAM : M. S. SONAK, J.
DATE : 27 AUGUST 2015

P.C. :-

1] This petition challenges orders dated 19 November 2013 and 1 February 2014 made by the Small Causes Court and the Division Bench of the Small Causes Court directing the petitioner to deposit monthly compensation at the rate of Rs.1,50,000/- per month pending the disposal of the suit.

2] The learned counsel for the petitioner has submitted that the petitioner, by letter dated 21 October 2008 had agreed to take on leave and licence the suit premises against monthly compensation of Rs.1,00,000/-. The learned counsel submits that the two Courts have not taken into consideration this letter in the matter of determination of compensation and therefore, there is failure to exercise jurisdiction.

3] Upon perusing the impugned orders and the records, there is no jurisdictional error detectable. The letter dated 21 October 2008 was addressed by one of the Directors of the petitioner to the

respondent indicating that the petitioner would like to take the suit premises on leave and licence basis and that the petitioner would pay Rs.1,00,000/- by way of compensation. There is no material to indicate such offer, along with condition imposed, was ever accepted by the respondent. On the contrary, after the address of the said letter, the petitioner and the respondent have entered into a leave and licence agreement dated 20 November 2008, in which, the petitioner has agreed and undertaken to pay compensation at the rate of Rs.1,50,000/- per month.

4] Accordingly, the two Courts have relied upon the leave and licence agreement dated 20 November 2008 and on the said basis determined compensation at the rate of Rs.1,50,000/- per month. There is no jurisdictional error involved.

5] The learned counsel for the petitioner also contended that the clauses of leave and licence agreement have been disputed by the petitioner. That may be. Such dispute will be decided at the stage of final hearing of the suit after the parties have led their evidence. However, for the present, it cannot be said that the impugned orders are vitiated by any jurisdictional error. This petition is accordingly dismissed. There shall be no order as to costs.

(M. S. SONAK, J.)