

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO. 297 OF 2016
IN
CIVIL REVISION APPLICATION NO. 55 OF 2015

Mr. Mohd. Mehtab Khan & Anr. .. Applicants
vs.
Khushnuma Ibrahim Khan & Ors. .. Respondents

Mr. G. S. Godbole i/b. Mr. D. S. Patil for Applicants.,
Ms Sneha P. Patil i/b. M/s. A. Mehta Laljee & Co. for Respondent
No. 1.

CORAM : M. S. SONAK, J.
DATE : 06 MAY 2016

P.C :

- 1] Heard learned counsel for the parties.
- 2] By this civil application, the applicants, who are the original revision applicants seek a clarification as to whether the amount of Rs.50,000/- directed to be paid in terms of order dated 8 May 2015 was a one time payment or whether the same was a monthly payment. The civil application states that in case this court were to hold that the same was a monthly period, then the order dated 8 May 2015 be reviewed, since, the monthly payment, in the facts and circumstances of the present case, would never have exceeded Rs.15,000/- per month.
- 3] It is quite clear that reference to the amount of Rs.50,000/- was in the context of payment of the said amount each month. In

fact, in paragraph 3(C), this court has observed that even though the parties were not agreed as to what would be the reasonable compensation, it is reasonable to proceed on the basis that the rent which the flat would fetch is in the range of Rs.45,000/- to Rs.50,000/- per month. Accordingly, it is clarified that a reference to Rs.50,000/- in paragraph 5 of the order dated 8 May 2015 was in the context of payment of Rs.50,000/- per month and not by way of some one time payment.

4] In so far as review is concerned, the applicants have placed on record several leave and licence agreements to indicate the approximate monthly compensation rates in respect of similar premises in the area. In fact, there are at least three leave and licence agreements which pertain to Noor-e-Jahan Complex, in which, the suit premises are located. Upon perusal of such material, which has not been countered by the respondents, it does appear that the compensation at the rate of Rs.50,000/- will be too excessive and therefore, the same is required to be reviewed.

5] The material on record, indicates that the compensation will be around Rs.20,000/- per month. However, the leave and licence agreements also make reference to non interest bearing security deposits of approximately Rs.1,00,000/-. There are also escalation clauses. That apart, there is material on record to indicate that the suit premises were furnished. Upon cumulative consideration of all

these aspects, it would be appropriate if the monthly compensation rate is determined at Rs.25,000/-. Accordingly, the order dated 8 May 2015 is varied so as to reduce the monthly compensation from Rs.50,000/- to Rs.25,000/-. The applicants shall be entitled to credits for the amounts already deposited by them in pursuance of the order dated 8 May 2015.

6] The amount of Rs.25,000/- per month shall be deposited by the applicants on or before 10th day of each month. In case, there are two defaults, the respondents shall be at liberty to apply for vacating the interim relief.

7] The applicants are granted liberty to deposit the arrears, in terms of the present order by 13 June 2016.

8] The civil application is disposed of in the aforesaid terms.

9] Place the CRA for admission on 13 June 2016. This Court will consider making orders for investment of the deposited amounts in case the CRA is admitted.

(M. S. SONAK, J.)