

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL APPLICATION NO. 222 OF 2009
IN
CIVIL REVISION APPLICATION NO.541 OF 2007**

Rakesh Chander Saigal & Ors

..Applicants

Vs.

State Bank of Hyderabad

..Respondent

Mr. R. S. Apte Senior Advocate a/w Mr. R. V. Nichani i/b M/s P. V. Nichani & Co. for the Applicants

Mrs. Asha Bhuta i/b Bhuta & Associates for the Respondent Bank

CORAM : R. M. SAVANT, J.

DATE : 17th APRIL, 2017

P.C.

1 The above Civil Application has been filed by the Applicants original Respondents who are the landlords of the suit premises which were in occupation of the Respondent Bank. The above Civil Revision Application has been disposed of by order dated 29-10-2007 and the Respondent Bank was granted time up to April 2009 to vacate the suit premises. There is no dispute about the fact that the Respondent Bank has vacated the premises in March 2009 itself. The above Civil Application has been field for the reliefs which are sought vide prayers clauses (a) to (f) of the above Civil Application.

2 In so far as prayer clause (a) is concerned, the Applicants have sought the relief that the Respondent be directed to pay difference in amount of Rs.69,500/- per month for the period 1-11-2008 to 31-3-2009 totalling to

Rs.3,47,500/- to the Applicants i.e. the interim compensation payable till the premises were vacated.

In so far as prayer clause (b) is concerned, the Applicants have sought the relief that the Respondent be directed to hand over TDS certificate to the Applicants.

In so far as prayer clause (c) is concerned, the Applicants have sought relief that the Respondent be directed to pay a sum of Rs.5,22,641/- towards society dues to the Applicants.

In so far as prayer clause (d) is concerned, the Applicants are seeking a direction that the Respondent be directed to pay Rs.13,71,923/- to the Municipal Corporation of Greater Mumbai as property taxes.

In so far as prayer clause (e) is concerned, the Applicants are seeking restoration of the pump room and water pump which relief is sought against the Respondent.

In so far as prayer clause (f) is concerned, the Applicants are seeking direction that the Respondent be directed to pay market rent of Rs.10,69,500/- for the month of April 2009 to the Applicants.

3 During the course of the hearing of the above Civil Application, the Learned Senior Counsel appearing on behalf of the Applicants Mr. R. S. Apte on instructions made a statement that the amount of Rs.5,22,641/- i.e. the payment towards the society is concerned, the Applicants would make the

said payment subject to the final adjustment if any that would be required to be made between the parties.

Likewise the Learned Counsel appearing on behalf of the Respondent Bank made a statement that the amount of Rs.13,71,923/- which payment the Applicants have sought from the Respondent to be made to the MCGM which would also include the charges for delayed payment would be made by the Respondent directly to the Municipal Corporation of Greater Mumbai subject to the final adjustment if any that would be required to be made between the parties. This is in the context of the fact that the Respondent has filed Civil Application No.248 of 2011 questioning the valuation report and seeking fresh appointment of the valuer to submit a valuation report. The liability in respect of the Respondent to make the payment which are sought vide prayer clauses in the above Civil Application would therefore hinge upon the outcome of the said Civil Application No.248 of 2011.

4 In so far as prayer clauses (a) and (f) are concerned, the Learned Senior Counsel for the Applicants Mr. R. S. Apte would contend that the Applicants would not press the said prayers (a) and (f) for the present but would reserve their right to seek the relief sought vide the said prayers after the said Civil Application No.248 of 2011 is decided.

In so far as prayer clause (b) is concerned, the Learned Counsel appearing for the Respondent states that the said prayer has been complied with, which is not disputed by the Learned Senior Counsel Mr. Apte.

In so far as prayer clause (e) is concerned, the Learned Senior Counsel Mr. R.S. Apte would state that the Applicants would not press the above prayer and in fact are giving up the said prayer.

5 Since the statement of the Learned Counsel in so far as prayer clauses (c) and (d) has already been recorded in the instant order, it is expected of the Applicants as well as the Respondent that they would act in accord with the statements made by their respective Learned Counsel and make the payment to the society and the MCGM accordingly. In so far as prayer clauses (a) and (f) are concerned, liberty is reserved to the Applicants to file an appropriate application at a later stage i.e. after the Civil Application NO.248 of 2011 is decided.

6 With the aforesaid observations, the Civil Application is disposed of.

[R.M.SAVANT, J]