

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

CIVIL REVISION APPLICATION NO. 157 OF 2017

Mrs. Leela Manoharrao Deo

Applicant

Versus

The Bank of Baroda
& another

Respondents

Mr. P.R. Katneshwarkar, advocate for applicant.

Mr. V.B. Kulkarni, advocate for respondent no. 1.

CORAM : M.S. SONAK, J.

DATE : 5th JANUARY, 2018

PER COURT:

1. Heard learned counsel for the parties.
2. The challenge in this Civil Revision Application is to the order dated 17.07.2017 made by the Trial Court rejecting applicant's (original plaintiff) application for decree of Rent Suit No. 32/2016 on the basis of admissions by invoking provisions of Order 12 Rule 6 of the Code of Civil Procedure.
3. The case of the applicant is that the lease period set out in the registered lease deed dated 28.08.2001, which was 10 years, has expired. The applicant pointed out to the trial Court that respondent-bank, in its written statement, has expressly admitted this position. On this basis, a decree of eviction was sought by invoking provisions of Order 12 Rule 6 of the Code of Civil Procedure. By impugned order however, such application came to

be rejected. Hence this Civil Revision Application.

4. After the matter was substantially argued before Honourable Justice Mr. K.L. Wadne, on 13th December, 2017 following order was made :

"1. Learned counsel for the applicant submits that he will file affidavit of concerned officer regarding within how many period the premises will be vacated.

2. Stand over to 04.01.2018."

5. In pursuance of order dated 13.12.2017, the Branch Manager of the respondent-bank has filed affidavit. Paragraph no. 2 of the said affidavit reads thus :

"I say respondent bank is in search of premises for running it's banking business. That, the present respondent will vacate the present premises i.e. Plot No. 70, having CTS No. 15308/7, Sarang co-operative Housing Society Ltd., Garkheda Parisar, Near Gajanan Maharaj Mandir, Aurangabad within 8 months from date of this undertaking.

6. Learned counsel for respondent-bank reiterates that the bank will vacate the suit premises within a period of 8 months from today i.e. on or before 30th August, 2018.

7. Undertaking in the affidavit as well as assurance through learned counsel is accepted as an undertaking to this Court. Accordingly, there shall be a partial decree in Rent Suit No. 32/2016 directing eviction of respondent-bank from the suit premises effective from 30th August, 2018. The trial Court is accordingly directed to draw out such partial decree formally

disposing of part of the suit. Since learned counsel for respondent-bank has agreed that respondent-bank will bear the proportionate charges towards municipal and water taxes, the said aspect may also be included in the formal decree to be drawn up by the trial Court.

8. The issue with regard to payment of enhanced compensation/rent is kept open. Accordingly, the suit to proceed insofar as prayer clauses 'C' and 'D' of the plaint are concerned. It is made clear that this Court has made no observation on that count and therefore, the contentions of all the parties in this regard are expressly kept open. The suit is only to be partly decreed insofar as relief in terms of prayer clause 'B' is concerned.

9. Civil Revision Application and pending civil applications are disposed of in aforesaid terms.

10. All concerned to act on authenticate copy of this order.

(M.S. SONAK, J.)