

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL APPLICATION NO. 429 OF 2018
IN
CIVIL REVISION APPLICATION NO. 360 OF 2018

Smt. Latabai B. Deshmukh	.. Applicant/Respondent
In the matter between	
Waman B. Burawane	.. Applicant
vs.	
Smt. Latabai B. Deshmukh	.. Respondent

Mr. Mayuresh D. Modgi for the Applicant/Respondent.

CORAM : M. S. SONAK, J.
DATE : 14 DECEMBER 2018.

P.C. :-

1] The learned counsel for the applicant-landlord states that notice of this application has been duly served upon the advocate for the tenant-Waman Burawane.

2] By this Civil Application, the landlord seeks directions to the tenants to pay compensation at the rate of Rs.3800/- per month for occupation of the suit premises on the basis of interim relief granted by this Court restraining execution of the eviction decrees concurrently made by the Trial Court and the Appeal Court.

3] This is in pursuance of liberty granted by this Court by its order dated 24th November 2017.

4] Mr. Modgi, the learned counsel for the applicant, adverts to two leave and licence agreements in respect of premises in the locality. He states that on the basis of this material, the compensation amount may be determined at Rs.3800/- per month.

5] In the present case, the suit premises ad-measures about 145 sq.ft and are located in a Chawl which have only common amenities. The leave and licence agreement placed on record by the applicant referred to apartment in pleadings with several amenities. Therefore, it will not be possible to draw a parallel between the said premises and the suit premises. However, considering the area of suit premises and the fact that the suit premises are located at Thane, the tenant can be directed to deposit compensation at the rate of Rs.1500/- per month. For this limited purpose, some assistance can be derived from the leave and licence agreement, which indicated the market rent in the locality.

The rent now determined is almost 1/3rd of the rents reflected in the leave and licence agreement in order to upset lack of facilities and amenities to the suit premises. Accordingly, the tenant is directed to deposit in this Court compensation at the rate of Rs.1500/- per month effective from 1st September 2017 (this is because the Appeal Court decree dated 5th August 2017) on or before 10th day of each succeeding month, is a condition for continuing in possession of the suit premises on the basis of interim relief granted by this Court. The time limit for deposit of arrears shall be three months from the date on which the applicant-landlord communicates this order to the tenant or the advocate appearing for the tenant. Such communication shall have to be in writing and necessary acknowledgment to that effect will have to be filed in this Court by means of an affidavit. This is necessary because today, the tenant or his advocate are not present though, they have been served in the matter.

6] In case of any two consecutive defaults or three non-consecutive defaults, the interim order to stand vacated. In

addition, the tenant is also directed to file usual affidavit stating that he is in possession of the suit premises and he shall not create any third party rights in the suit premises. This may be done within three months from the date of intimation of this order.

7] Civil Application is disposed of in the aforesaid terms.

(M. S. SONAK, J.)