

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE CIVIL JURISDICTION
CIVIL APPLICATION NO.540 OF 2018
in
CIVIL REVISION APPLICATION NO.395 OF 2011

Rajendra V,Pandloskar .. Applicant
In the matter between

Anuprita Anil Bagwe .. Applicant/Or.Deft)
vs
Rajendra V.Pandloskar .. Respondent

Mr.S.R.Bhalekar for Applicant/.Petitioner
Mr.Firoz Pate with Mr.Rucha Jog Raheja
with Ms.Diksha Patil I.b RVJ Asso.for the Respondent.

Coram : M.S.SONAK, J
Date : 20TH DECEMBER, 2018

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Heard learned counsel for the parties.

1. The landlords are not as a matter of right entitled to withdraw the compensation amount deposited by the tenant, as a pre-condition for continuing in possession of the suit premises on the basis of the interim order. No doubt, if they make out any exceptional circumstances, they may be permitted to withdraw and that too, subject to an undertaking that they shall bring back this amount in case, the petition is ultimately decided in favour of the

tenant.

2. In the present, as the landlords seek withdrawal of the compensation amount which by now has accumulated approximately Rs.7 lacs on the ground that the building in which the suit premises are located, is in need of urgent repairs/.water proofing. At page 70 of the paper book an estimate is placed on record for Rs.2,64,000/-.

3. Considering the nature of the request, the landlord is permitted to withdraw Rs.3.00 lacs from out of the compensation amount deposited by the tenant. Accordingly, the landlords are permitted to withdraw Rs.3.00 lacs and the Registry is directed to pay to the landlords, this amount of Rs.3.00 lacs from out of the amounts deposited by the tenant. However, before such an amount is withdrawn, the landlords file an affidavit cum-undertaking in this Court that in the event this petition is ultimately decided against the landlords, they shall bring back this amount together with some interest which may be determined by this Court at that stage. Copy

of such undertaking be furnished to the learned counsel for the tenant in advance. Besides, the landlords to file an affidavit of compliance along with necessary evidence that this amount has indeed, being utilised for undertaking the work of repairs/.water proofing. Copy of such affidavit of compliance to be furnished to the learned counsel for the tenant.

4. Learned counsel for the landlords seeks some direction that the tenant be directed to co-operate with the work of repairs/water proofing. Learned counsel for the tenant states that if indeed, the work of repairs and water proofing is to be done, there is no reason for the tenant to create any obstruction and they will indeed cooperate as long as their rights are not going to be effected in any manner.

Civil Application is disposed of in aforesaid terms.

(M.S.SONAK, J)

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