

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Writ Petition NO. 10488 OF 2015
With
Writ Petition NO. 10454 OF 2015
With
Writ Petition NO. 10455 OF 2015

M/s. India Trade Promotion Organisation ...Petitioner
Versus
M/s. Prakriti Trading Pvt. Ltd. ...Respondent

....
Mr. S.V. Marne, Advocate for the Petitioner.
Ms. Punita Arora i/b. Arora & Co. Advocate for the Respondent.
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CORAM : R. G. KETKAR, J.

DATE : 16th MARCH, 2018

PC.

1. Not on board. These matters were heard on 15.3.2018 and were adjourned till today. However, inadvertently the office has not listed these matters. The learned Counsel for the parties jointly requested to take up these Petitions for admission. Accordingly, Petitions were taken up for admission.

2. Heard Mr. S.V. Marne, learned counsel for the petitioner and Ms. Punita Arora, learned counsel for the respondent, at length.

3. These Petitions take exception to the order dated 12.4.2013 passed by the learned Judge, Court Room No.11 of Small Causes Court at Bombay in R.A.N. Application No.8/SR of 2011 as also the order

dated 31.1.2015 passed by the Appellate Bench of Small Causes Court at Bombay in (III) Revision Application No.245/2013. By these orders, the Courts below rejected the Standard Rent application mainly on the ground that by order dated 11.6.1998, the Standard Rent application was rejected.

4. The learned Counsel appearing for the parties submit that the Petitions can be disposed of by directing the petitioner to pay amount of Rs.11,06,781.42 in W.P. No.10488/2015, amount of Rs.11,72,140.84 in W.P. No.10454/2015 and amount of Rs.96,030.72 in W.P. No.10455/2015.

5. Ms. Arora submitted that for the period from 2006 till today, the Corporation has not raised demand in respect of following items:

- (i) Lease rent;
- (ii) Municipal Taxes; &
- (iii) Repair cess.

6. Ms. Arora further states that as and when the Corporation claims this amount from the respondent, the respondent will raise demand to the petitioner enclosing therewith letter/s of the Corporation.

7. Ms. Arora submitted that the calculations given in each Petition are as on 2006. Mr. Marne states that the petitioner will pay

the amount as per the calculations in each petition as on today. He further states that as and when the respondent raises demand, the petitioner will pay the amount as per the calculations and will reserve right to dispute the calculations. Ms. Arora states that it may be clarified that the payment and receipt thereof is without prejudice to the rights and contentions of the parties and that the receipt of the amount by the respondent shall not be construed as waiver on the part of the respondent in instituting eviction proceedings. It is accordingly clarified.

8. Mr. Marne states that the amount in each petition, as on 31.3.2018, will be paid within four weeks from today. He further states that the petitioner will continue to pay as per the calculation in each Petition subject to raising demand by Corporation and by the respondent as indicated hereinabove, if any, in future.

9. The statements made by learned Counsel for the parties are recorded. In view of the statements and assurances, as aforesaid, the Petitions are disposed of in aforesaid terms. Order accordingly.

(R. G. KETKAR, J.)