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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 1051 OF 2015
IN
SUIT NO. 1477 OF 1985

Chander Hemandas Devnani	...Plaintiff
<i>Versus</i>	
Azad Nagar Coop Hsg Soc Ltd	...Defendant

Mr KD Shah, for the Plaintiff.
Mr RV Govilkar, for the Defendant/Applicant.

CORAM: G.S. PATEL, J
DATED: 3rd December 2018

PC:-

1. Having heard Mr Govilkar for the Defendant at some length, I am not even remotely persuaded that the reliefs he seeks in the Notice of Motion can be granted. There was a consent decree dated 4th February 2005 which contemplated the execution of a lease with a stated monthly rent or compensation. Mr Govilkar seeks an enhancement of this monthly rent by about 300% and then an increase of 15% every three years.

2. Mr Shah for the Plaintiff is clearly not agreeable to any such amendment to the decree. Mr Govilkar submits that the Court has

inherent powers to do substantial justice and he says that given the length of time that has passed since the decree it is manifestly in the interest of justice that the compensation be increased.

3. I disagree. This seems to me not so much a question of doing substantial justice, but doing away with justice altogether. The decree was by consent. Even if it was not, I do not believe that such continual revisions are possible. It was entirely open to the parties to have negotiated an increased compensation if the lease deed was not executed within a specified time and to have provided for periodic increases as well. This is not something that a Court should readily impose on one party.

4. Mr Shah further states that an Execution Application has already been filed and is pending.

5. The Notice of Motion is dismissed. There will be no order as to costs.

(G. S. PATEL, J)