

IN THE HIGH COURT OF JUDICATURE AT BOMBAY:
NAGPUR BENCH : NAGPUR
Writ Petition No. 5007 of 2017
[Shailaja Dattatraya Palsodkar & others Vs. Shaligram Natthuji Lande & another]

Office Notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's orders

Mr. R. G. Kavimandan, Adv., for the petitioner.
Mr. V. B. Bhise, Adv., for respondent no.1.

CORAM : A. S. CHANDURKAR, J.

DATE : 04th April, 2018

The petitioners are the original plaintiffs who had filed a suit for eviction of the respondents under provisions of the Maharashtra Rent Control Act, 1999. The respondents are in possession of an area admeasuring 50 feet x 60 feet, out of which, constructed portion is to the extent of 12 feet x 11 feet. According to the petitioners, as per the Agreement of Rent dated 1st March, 1955, the respondents were paying rent at the rate of Rs.2/- per month. The suit was decreed by the trial Court and being aggrieved, the respondents filed an appeal. In that appeal, they sought for grant of interim relief in the form of staying the execution of the decree for possession. By the impugned order, the appellate Court stayed the impugned decree for possession subject to the respondents paying Rs.400/- per month as compensation, besides furnishing a bond for an amount of Rs.1,00,000-00 [rupees one lakh only].

It is submitted by the learned counsel for the petitioners that considering the fact that the respondents were in possession of 3,000 sq. ft., area, the appellate Court ought to have directed payment of Rs.1500/- per month as compensation. The amount of Rs.400/- as directed is on a lower side. He has referred to the ready reckoner to indicate the value of the suit property. According to him, the conditions imposed by the appellate Court do not result in paying adequate compensation to the petitioners. To support his arguments, the learned counsel for the petitioners placed reliance on the decision of Hon'ble Supreme Court in **State of Maharashtra & another Vs. Super Max International Pvt. Ltd. & others** [(2009) 9 SCC 772].

The learned counsel for the respondents supported the impugned order. According to him, all directions contained in that order have been duly fulfilled and the respondents are ready to argue the appeal finally. He submitted that considering the increase in the amount of compensation as granted by the appellate Court, no interference is called for.

The rent agreement between the parties is dated 1st March, 1955 and rent payable was Rs. 2/- per month. Till the filing of the suit in the year 2009, the petitioners were satisfied with that amount of rent and did not file any proceedings for its enhancement. The appellate

Court has directed payment of compensation at the rate of Rs. 400/- per month which is more than two hundred times the agreed rent. It also transpires that the appeal is now fixed for hearing before the appellate Court on 23rd April, 2018 and according to the learned counsel for the respondents, they are ready to argue the said appeal on that date. Considering the nature of directions issued by the appellate Court, I do not find that any case is made out to interfere with the same. Considering the law as laid down in *Super Max International Pvt. Ltd. & others* [supra], it is seen that the interests of both the parties have been duly protected by the appellate Court. Instead, the appeal preferred by the respondents is directed to be heard and decided expeditiously and preferably within a period of two months from today. The appellate Court shall decide the appeal on its own merits without being influenced by any observations in this order.

Writ Petition is disposed of with aforesaid directions.

Judge