

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Contempt Petition NO. 323 OF 2014

Ismail Moshinbhai Sham

And others

...Petitioners

Versus

M/s. Damodar Tin Works

And another

...Respondents

....

Mr. S. Shamim i/b. Shamim & Co. for the Petitioners.

Mr. U.V. Singh, Advocate for Respondent No.2.

....

CORAM : R. G. KETKAR, J.

DATE : 28th JANUARY, 2019

P.C.

1. Heard Mr.S. Shamim, learned counsel for the petitioners and Mr.U.V. Singh, learned counsel for respondent No.2, at length.

2. Perused the earlier orders passed by this Court from time to time. By order dated 6.12.2018, this Court directed the repondent/contemnor to deposit in this Court a sum of Rs.1 Lakh without prejudice to his rights and contentions in the Contempt Petition. Said order was made on the basis of the observations made in the order dated 29.9.2016. The issue as to whether said amount is to be paid to the petitioner or not was to be considered on the next date.

3. In the order dated 29.9.2016, the entire background of the

case was set out. It was noted that by order dated 3.12.2013, this Court dismissed C.R.A. No.716/2013. The Apex Court dismissed the S.L.P. on 15.4.2014. Despite that, the contemnor did not hand over the possession of the suit premises to the petitioner. Ultimately, the petitioner was put in possession of the suit premises on 4.5.2016. In other words for more than two years after dismissal of S.L.P., the petitioner was deprived of possession of the suit premises. In paragraph-6 suggestion of the Court that the contemnor should pay minimum compensation @ Rs.10,000/- per month from April, 2014 to April, 2016, was noted. Upon taking instructions from respondent No.2 and his son Mr.Prashant Damodar Patil, Mr. Singh stated that the respondent will pay compensation @ Rs.4,000/- per month for the period between April, 2014 and April, 2016 within four weeks. In view thereof, the respondent/contemnor was directed to pay compensation @ Rs.4,000/- per month for the period between April, 2014 and April, 2016 within four weeks from the date of the order. The contention of Mr. Shamim that the contemnor is in arrears of rent of Rs.1,34,968/- and same was also not paid, was recorded.

4. As against this, Mr. Singh stated that the monthly contractual rent was Rs.25/-. Said question was to be examined on the next date of hearing.

5. It is common ground between the parties that the contemnor has deposited Rs.1 Lakh in this Court. Mr. Shamim submitted that monthly rent of Rs.25/- was inclusive of Municipal taxes, permitted increases and repair cess.

6. Having regard to the fact that the contemnor has handed over possession of the suit premises on 4.5.2016 as also the fact that he has deposited Rs.1 Lakh in this Court in pursuance of the order dated 6.12.2018, in my opinion no fruitful purpose would be served by continuing with the contempt proceedings. The petitioner is permitted to withdraw Rs.1 Lakh towards full and final settlement of all monetary claims against the contemnor, unconditionally. Subject to this, notice is discharged and contempt petition is disposed of as such. Order accordingly.

(R. G. KETKAR, J.)