

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.13866 OF 2016

Juliana D Souza

...Petitioner

Versus

Ashok Namdeo Mayekar and ors.

...Respondents

Mr.S.S. Kharat i/b. Mr.Pradeep Havnur for the petitioner.

Ms.Vasudha Narvekar for the respondents.

CORAM : DAMA SESHADRI NAIDU, J.

DATE : 9th JULY 2019.

P.C. :

1. The landlord has filed R.AE. Suit No.7164 of 1973 to have his tenant vacated. He got the decree on 29th February 1991. The tenant fought the matter upto the High Court, but lost. In the meanwhile, MHADA took over the property and reconstructed it. Taking advantage of this, the tenant sold the property to the petitioner, who is before this Court. When the respondents-landlord filed execution, and took out a warrant for eviction, the petitioner obstructed it, contending that she purchased the property in 2006

through an agreement of sale-cum-Power of Attorney from the tenant. She also asserted that she had been unaware of the eviction Suit or the decree in it. Nevertheless, the trial Court disregarded the petitioner's objection on the eviction; then the respondents-landlord regained the possession.

2. But on the question of compensation the petitioner should pay to the landlord for use and occupation, the parties consented. And based on that consent, the Appellate Court fixed it at Rs.2000/- per month. Assailing the order, dated 15th July 2016, rendered by the Appellant Bench, Small Causes Court, the petitioner came before this Court.

3. As I have heard counsel on either side, I gather that the order impugned is a consented one. The petitioner did agree to compensate the respondents-landlord at Rs.2000/- per month. Based on an interim direction of this Court, pending this writ petition, she had paid 50%.

4. Now, both counsel agree that the petitioner has to pay Rs.24,000/-, being the balance amount. I am told that the petitioner has already been a victim of fraud, perhaps, played by the erstwhile

tenant. She is, in born a domestic servant. That expression is not used in any pejorative sense, but only to highlight her poverty.

5. In this context, the respondents-landlords, through his counsel, have generously responded to receive the amount in installment. Then the petitioner's counsel, on instructions, submitted that the petitioner could pay Rs.6000/- per month. Accordingly, based on the concession given by the respondents-landlord, and the petitioner's consent to pay in installments, I dispose of this writ petition holding that the petitioner shall pay the balance of Rs.24,000/- in six installments, beginning from 1st August 2019.

6. Writ Petition is, accordingly, closed.

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[DAMA SESHADRI NAIDU, J.]