

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE CIVIL JURISDICTION

CIVIL APPLICATION NO.4236 OF 2018
IN
FIRST APPEAL NO.398 OF 2018

Hanumant D. Jagdale .. Applicant.

In the matter between
Mahanagar Telephone Nigam Ltd., .. Appellant.
v/s.

Hanumant D. Jagdale .. Respondent.

Mr. Saurabh Butala i/b. Mr. Amogh P. Khedye, for the Applicant.
Ms. Dikshita P. Gupte, for the Appellant.

**CORAM: A.S.OKA &
M.S.SANKLECHA, JJ.**
DATE : 18th MARCH, 2019.

P.C:-

Heard the learned Counsel appearing for the Applicant. He is not pressing prayer clauses (b) and (c). He, however, submits that liberty to file cross objection be reserved. In this application, he presses prayer clause (d). His submission is that, under the order dated 18th September, 2018 passed in Civil Application No. 1362 of 2018, the Appellant (Respondent in appeal) was granted time to vacate the premises till 31st July, 2019. Therefore, it is necessary to direct the Respondent (Appellant in appeal) to pay compensation and the service charges at Rs.235 per square feet or at appropriate rate from 2nd February, 2017 till the date of their delivering possession.

2 Prayer clause (d) cannot be considered for more than one reason. Firstly – the impugned decree has become final and secondly, the impugned decree provides for conducting necessary enquiry in respect of the mesne profits. Even if Respondent has given undertaking to deliver possession, the possession will be delivered on the basis of impugned decree.

3 Hence, there is no reason to grant relief in terms of prayer clause (d).

4 Subject to what is observed above, Civil Application is disposed of. Prayer clauses (b) and (c) are not pressed with liberty to the Applicant to file cross objections in accordance with law.

5 **Civil Application disposed of.**

(M.S.SANKLECHA,J.)

(A.S.OKA,J.)