IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 805 OF 2020

1. Madhukar S/o. Sawalaram Hiswankar, ...**PETITIONERS**
Age-75 years, Occu-Trade,

2. Ashok S/o. Sawlaram Hiswankar,
Age-64 years, Occu-Trade,

3. Chandrakant S/o. Sawlaram Hiswankar,
Age-54 years, Occu-Trade,

4. Ratnakar S/o. Sawlaram Hiswankar,
Age-45 years, Occu-Trade,

5. Subhash S/o. Prabhakarrao Hiswankar,
Age-65 years, Occu-Trade,

6. Prakash S/o. Prabhakarrao Hiswankar,
Died. LRs.

6-a. Parimal Prakash Hiswankar,
Age-29 years, Occu-Trade,

All R/o. Mohalla Nalgalli,
Kadrabad, Jalna, Dist. Jalna

7. Mukeshchandra S/o. Harshad Bhayani,
Age-64 years, Occu-Business,
R/o. At 3, Ajanta Nagar,
Devalgaon Raja Road,
Jalna-431 203

8. Mrs. Bijal Jitesh Bhayani,
Age-37 years, Occu-Chartered Accountant
R/o. At 3, Ajanta Nagar,
Devalgaon Raja Road,

Jalna-431 203.

VERSUS

1. Bharat Petroleum Corporation Ltd, ...**RESPONDENTS**
(Government of India Enterprises)
Having its Registered Office at
Bharat Bhavan 4 & 6
Currimbhoy Road, Ballard Estate,
Post Box No.688, Mumbai-400 001

2. Bharat Petroleum Corporation Ltd.
Akolner Depot, Ahmednagar-Pune Road,
Ahmnednagar, Dist. Ahmednagar

3. Bharat Petroleum Corporation Ltd.
Manmad, Dist. Nashik

4. Bharat Petroleum Corporation Ltd.
Deulgaonraja Road, Jalna, Dist. Jalna

Through Attorney Holder for Appellant Nos.1 to 4
Annet S/o. Maiyya Div Sonkar Mohan,
Age-Major, Occu-Business,

5. Laxmichand Bachudas
Licensee of Bharat Petroleum
Corporation Limited,
Deulgaonraja Road, Jalna

Mr. Anil S. Bajaj, Advocate for the petitioners
Mr. Sanket S. Kulkarni, Advocate for the respondent Nos. 1 to 4

CORAM : N. J. JAMADAR, J.
DATE : 01-04-2021

ORAL JUDGMENT:

. Rule. Rule made returnable forthwith.

2. Having regard to the nature of the controversy raised in the instant petition heard finally at the stage of admission with the consent of the learned counsel for the parties.

3. The petitioners/original plaintiffs-landlords take exception to an order passed by the learned District Judge-3 Jalna on an application (Exh.5) in Regular Civil Appeal No. 12 of 2019, dated 31-08-2019, whereby while staying the execution and operation of decree of eviction passed by the trial court against the respondent Nos. 1 to 5/original defendants, under the provisions of Order 41 Rule-5 of the Code of Civil Procedure, 1908 (hereinafter referred to as 'the Code') the appellate court declined to put any condition for grant of stay.

4. The background facts leading to this petition can be stated in brief, as under:

a. The petitioners are the landlords of the premises bearing CTS No.1991, adm. 1453.6 sq. mts., Survey No. 215/1, situated at Deulgaonraja Road, Jalna (suit premises). The defendant No.1-Corporation had obtained the suit premises initially for a period of 20 years under an agreement of lease dated 31-05-

1973. The respondent/defendant No.5 is the licensee of defendant No.1-Corporation and runs petrol pump in the suit premises. The lease expired on 31-05-1993. In terms of clause-4 (b) of the lease agreement the lease was renewed for a further period of 20 years and, automatically, expired on 31-05-2013. The agreed rent was Rs.1800/- per annum. The defendants had committed default in payment of agreed rent as well. The plaintiffs, thus, instituted the suit for regaining possession of the suit premises.

b. The Defendant Nos. 1 to 4 resisted the suit for eviction. Eventually, by judgment and order dated 26-11-2018 the trial court, after appraisal of the evidence and documents tendered for its perusal, was persuaded to hold that lease expired by efflux of time on 31-05-2013 and the plaintiffs were entitled to recover the possession of the suit premises. It was further held that the defendants committed default in payment of rent from 01-02-1990 to 31-05-2013. The trial court thus passed a decree for eviction against the respondent/defendant Nos. 1 to 5 and for arrears of rent to the tune of Rs.43,800/- against defendant Nos. 1 to 4. An enquiry under Order 20 Rule 12 of the Code for determination of mesne profits was also ordered.

c. The respondent/ defendant Nos. 1 to 4 assailed the aforesaid decree by preferring appeal, being RCA No. 12 of 2019, before the District Court, Jalna. In the said appeal respondent Nos. 1 to 4 sought stay to the execution, implementation and operation of the decree impugned therein by preferring an application (exh.5), under the provisions of order 41 Rule 5 of the Code.

d. A reply thereto was filed by the petitioners /landlords. The prayer for stay to the execution of the decree was resisted. Alternatively, it was contended that in the event the appellate court was inclined to grant stay to the execution of the decree conditions be imposed, namely;

i] appellants be directed to deposit decreetal amount of Rs.43,800 alongwith cost of the suit.

ii] the appellants be directed to deposit mesne profits of the suit premises since the termination of the tenancy by efflux of time i.e. 01-06-2013 till 30-11-2018, at the rate of Rs.1,50,000/- per month.

iii] the appellants be directed to pay mesne profits at the rate of Rs.1,50,000/- per months from 01-12-2018 till the decision of the appeal.

e. The learned District Judge was persuaded to grant unconditional stay to the execution of the decree impugned before him. The learned District Judge, it seems, was under an impression that the appellant No.1 being a Government undertaking company, the imposition of the conditions, as sought by the petitioners, was not warranted. The learned District Judge was of the view that since the impugned decree contained a direction for determination of mesne profits it was not necessary to impose the condition of deposit of the amount by way of compensation for occupation of the suit premises post decree for eviction. In the event, the tenant did not deposit the rent, he would suffer consequences and, therefore, in the opinion of the learned District Judge, it was not necessary to direct the appellants to deposit the decreetal amount towards arrears of rent as a condition of stay to the execution and operation of the decree.

f. Being aggrieved, the plaintiffs/petitioners have invoked the writ jurisdiction of this court.

5. I have heard Mr. Bajaj, learned counsel for the petitioners, and Mr. Kulkarni, learned counsel for the respondent Nos. 1 to 4 at some length. Perused the material on record.

6. Mr. Bajaj, the learned counsel for the petitioners strenuously urged that the appellate court committed a manifest error in granting stay to the execution and operation of the decree for eviction without imposing any condition. Not only the appellate court passed the impugned order in derogation of the provisions contained in Order 41 Rule 5 of the Code, but also in utter disregard to the binding precedents which were cited before the appellate court. Despite having noted the ratio of the judgments,

which were relied upon by the petitioners, the learned District Judge went on to grant stay to the execution of decree sans any condition, on extraneous considerations, urged Mr. Bajaj, the learned counsel for the petitioners. In the process, the fact that the Landlords were put to irreparable loss, especially in the context of meager rent of Rs.1800/- per annum, and the tenancy not being governed by the provisions of Rent Control Legislation, were totally lost sight of. It was further urged that the petitioners had brought to the notice of the appellate court that the respondent/defendant Nos. 1 to 4 had offered to pay rent at the rate of Rs. 1,20,000/- per month which was recorded in the form of minutes of negotiation of the meeting held between the landlords and tenants, on 15-09-2017. The respondent Nos. 1 to 4 had also agreed to pay lumpsum amount of Rs. 47,00,000/- towards rent from 01-06-2013 till 31-05-2017. These facts were lightly brushed aside by the appellate court. In view of the well settled legal position that while granting stay to the execution of a decree for eviction the appellate court ought to impose appropriate conditions including payment of compensation at a reasonable rate so as to balance the equities, the learned District Judge could not have stayed the execution of impugned decree without imposing any condition, submitted Mr. Bajaj, the learned counsel for the petitioners.

7. In order to lend support to the aforesaid submissions Mr. Bajaj, placed a strong reliance on the judgment of the Supreme Court in the case of ***Atmaram Properties (P) Ltd Vs Fedral***

Motors (P) Ltd. (2005)1 SCC 705, wherein after an elaborate discussion, the Supreme Court has culled out the principles which should inform the appellate court while passing an order of stay to the execution of a decree for eviction. Para 19 reads as under:

> "19. To sum up, our conclusion are:
>
> (1) While passing an order of stay under Rule 5 of Order 41 of the Code of Civil Procedure, 1908, the appellate court does have jurisdiction to put the applicant on such rasonable terms as would in its opinion reasonably compensate the decree holder for loss occasioned by delay in execution of decree by the grant of stay order, in the event of the appeal being dismissed and insofar as those proceedings are concerned. Such terms, needless to say, shall be reasonable.
>
> (2) In case of premises governed by the provisions of the Delhi Rent Control Act, 1958, in view of the definition of tenant contained in clause (l) of Section 2 of the Act, the tenancy does not stand terminated merely by its termination under the general law; it terminates with the passing of the decree for eviction. With effect from that date, the tenant is liable to pay mesne profits or compensation for use and occupation of the premises at the same rate at which the landlord wold have been able to let out the premises and earn rent if the tenant would have vacated the premises. The landlord is not bound by the contractual rate of rent effective for the period proceeding the date of the decree.

(3) The doctrine of merger does not have the effect of postponing the date of termination of tenancy merely because the decree of eviction stands merged in the decree passed by the superior forum at a later date."

(emphasis supplied)

8. In opposition to this, Mr. Kulkarni, the learned counsel for the respondent Nos. 1 to 4 stoutly submitted that no fault can be found with the impugned order. It was urged with a decree of vehemence that the imposition of condition of payment of compensation for stay to the execution of the decree cannot be automatic. An obligation is cast on the landlord to bring the material on record to equip the court to arrive at a conclusion as to what ought to be reasonable rate at which the tenant be ordered to pay the compensation as a condition for stay to the execution of decree for eviction. Once landlord brings such material, opportunity must be availed to tenant to controvert the same. It is not the law that merely because the decree for eviction is passed against the tenant, later can be directed to pay the compensation at exhorbitant rate and thereby right of appeal itself is rendered illusory, urged Mr. Kulkarni, learned counsel for the respondent Nos. 1 to 4. In the case at hand, according to Mr. Kulkarni, the petitioners/landlords singularly failed to bring such material on record and, thus, the appellate court was within its right in not imposing any condition. As a second limb of the submissions, Mr.

Kulkarni, would urge that in exercise of writ jurisdiction this court may not interfere with the impugned order as it cannot be said to have been passed on extraneous consideration nor it can be said to be either perverse or unreasonable.

9. Mr. Kulkarni, learned counsel for the respondent Nos. 1 to 4, placed a very strong reliance on the judgment of this court in the case of ***Chandrakant Dhanu and Ors Vs Sharmila Kapur and ors 2009(2) MhLJ 243*** wherein the learned Single Judge of this court considered the import of the judgment of the Supreme Court in the case of *Atamaram Properties (P) Ltd* (supra), took a survey of the authorities which followed the judgment in the case of Atamaram Properties (P) Ltd and thereafter culled out the legal position.

10. Emphasis was laid by Mr. Kulkarni, on the propositions enunciated in para 21, which read as under:-

> “21. What emerge from these are:
>
> (a) The basic burden lies upon the landlord to prove and support his case of reasonable compensation/mesne profits. He must put on record material documents/ alongwith affidavit to support his case of enhanced compensation. The material if placed by the landlord/licensor owner, the court needs to consider the said material by giving full opportunity to the

tenant /licensee/occupant tresspasser/obstructionists. Keeping in mind the effective of valuation or architecture's report/opinion and its validity being expert's opinion, which can be subjected to challenge from other side, if case is made out. (Jawajee Nagnatham V. Revenue Divisional Officer, Adilabad, A. P. and Ors. MANU/SC/0745/1994; [1994]1SCR368).

(b) The valuation report/opinion may be at least one of the government recognized valuer, apart from private valuer report, if any. Both the parties are free to submit their material on the record to support their case through their respective affidavits. (The Special Land Acquisition Officer V Shri Siddappa Omanna Tumari and Ors. MANU/SC/0160/1995 : AIR1995SC840).

(c) The Court also needs to consider the principle of Order 20 Rule 12 of the C.P.C. while determining this ad-interim compensation /mesne profits. The Court also needs to keep in mind as observed in Para 8 in Atma Ram (Supra), "quantified by this court in this order, is only a tentative opinion formed by the court on the basis of material made available for the parties.

The Apex Court in Ramnik Vallabhdas Madhavani and Ors V. Taraben Pravinlal Madhavani MANU/SC/0891/2003: (2004)1SCC497, in reference to mesne profit observed as under:

Mesne profit has been defined in Section 2(12) of the Code of Civil Procedure to mean as profits which the person in wrongful possession of property actually received or might with ordinary deligence would have received therefrom, together with interest on such profits.

The Apex Court in another judgment (Anderson Wright & Co. V. Amar Nath Roy and Ors) J.T. 2005(11) SC 3 referring to earlier Supreme Court's judgment (Atma Ram Properties (P) Ltd Vs Federal Motors (P) Ltd. MANU/SC/1047/2004: (2005)1SCC 705 observed as under:

As held by this court in Atma Ram Property (P) Ltd. V. Federal Motors (p) Ltd., once a decree for eviction has been passed, in the event of execution such reasonable terms, as would in the opinion of the Appellate Court reasonably compensate the decree holder for loss occasioned by delay in execution of the decree by the grant of stay in the event of the appeal being dismissed.

(d) The Court, needs to consider and take note of (I) the Rent Control Legislation, governing the particular premises/residential or non-residential. (ii) the location/area of the premises (iii) the age/nature of construction of the building/ premises (iv) the facilities in the premises and outside the premises, advantages and disadvantages (v) the market value and the rental value of the premises based on architecture/expert/valuation reports/opinion (vi) other instances of the rent/license fees of similarly situated premises (vii) the date of termination of the tenancy /license.

(e) The Court also needs to consider that the compensation was awarded as condition precedent should not be oppressive and unreasonable which in a given case, if tenant failed to pay, has no option but to suffer the execution of a decree, as observed by the Apex Court. Niyas Ahmed (supra). The user and the use of the premises are also material.

(f) The market value changes with time. The stamp duty is also changes accordingly. The rent/license fee/compensation so fixed at the interim period, based upon the market value may in a given case needs to be changed or re-fixed if case is made out. It may go up or go down if market value changes drastically.

(g) One cannot overlook that at the time of basic agreement, both the parties mutually agreed to the particular rent/leave license fee irrespective of valuation of the property. Now, when the court fixes the compensation/license fee, after termination of the tenancy, there is no question of any agreed rent or compensation. The court decides the same based upon the material available/placed on the record read with other various factors as referred in the judgment. (h) One important aspect is that the court, after giving opportunities to both the parties, needs to decide the interim and urgent issue of grant of provisional fair and reasonable compensation/occupation charges, based upon authenticated material produced on record, pending the appeal, summarily. There is no question of detail trail, but it is an essential condition precedent to grant stay of the eviction decree/order on the footing of order 41, Rule 5 of Civil Procedure Code. The final decision of the appeal should be uninfluenced by such tentative figure/order. Such provisional payment should be condition precedent but it is always adjustable. The amount so fixed in such proceedings is tentative figure. Such interim order/payment is always subject to the final result of the appeal.

(i) The cases governing the leave and license agreement as contemplated under the Mah. Rent Act need to be decided on the basis of the provisions of the Mah. Rent Act, as it provides and empowers the Competent Authority to pass an appropriate order that licensee, after expiry of leave and license agreement, to pay double the agreed compensation/license fee, pending the application for eviction. But there is no provision of such double licence fee pending the Appeal under the Mah. Rent Act. Therefore, in such cases in absence of any provision, the Appellate Court may pass appropriate order, considering various factors as referred above.

(j) The cases of trespasser, unauthorized occupant,

> obstructionist need to be dealt with again on different footing than that of a regular tenant/protected tenant/licensee as they are not governed by the Rent Control Legislation. Such unauthorised or illegal occupants, based upon the material produced on record, after giving opportunity to them may be directed to pay such occupation charges/compensation, pending the appeal, at the current market rate/ rent which may be determined by the court, taking note of interest of both the parties."

11. Reliance was also placed on the judgment of the Supreme Court in the case of ***Sunil Kumar Vs Surendra Kumar Agrawal and Ors in civil Appeal No. 5883 of 2008*** wherein, the Supreme Court had not approved the approach of the High Court of directing, by way of an interim order, the tenant to pay rent fixed arbitrarily without reference to the provisions of governing legislation. It was found that the High Court had not assigned any reason for increasing rent by more than 60 times. Adverting to the previous pronouncement in the case of ***Niyas Ahmad Khan Vs Mohammad Rahmat Ullah Khan and another 2008 (7) SCC 539*** the Supreme Court held that the High Court cannot arbitrarily increase the rent.

12. At this juncture, it may be advantageous to make a reference to the judgment of the Supreme Court in the case of ***Niyas Ahmad Khan*** **(supra)**. In the said case, the High Court had

increased the rent to Rs. 12,050/- from Rs. 250/-. The Supreme Court made a distinction between a writ petition filed by the landlord against the rejection of eviction petition and the writ petition filed by tenant against grant of eviction. It was held that in the later case the High Court may as a condition of stay direct the tenant to pay higher rent during the pendency of the writ petition. However, in the former case, where the petition is filed by the landlord against the rejection of claim for eviction, there is no scope for issue of any interim direction to pay rent at higher rate. The observations of the Supreme Court in para 7 and 10 are material and thus extracted below.

> "7. Even assuming that the High Court has power to increase the rent, we failed to understand how in the absence of any evidence-either oral or documentary or by way of affidavit, the learned single judge could assess the rent as Rs. 12,050/- which is more than 48 times the rent of Rs.250/- earlier determined. <u>The learned single judge did not consider any of the relevant circumstances like the market value of the building on the date of letting, prevailing rentals in the locality as on the date of letting, the size or situation or amenities, age of construction, latest assessment of the building or other circumstances.</u> Further, when a premises consisting of several rooms, varandahs, kitchen, terrace, bathrooms, latrines, is let out as a single unit, the question of assessing the rent with reference to each room or portion of such premises separately does not arise. The learned

judge’s observation that by taking a pragmatic approach he was assessing the rent at Rs.12,050/-, to say the least is arbitrary and contrary to law. A

10. To sum up, in writ petitions by landlords against rejection of eviction petitions, there is no scope for issue of any interim direction to the tenant to pay higher rent. But, in writ petitions by tenants against grant of eviction, the high court may, as a condition of stay, direct the tenant to pay higher rent during the pendency of the writ petition. This again is subject to two limitations. First, the conditions should be reasonable. Second, there should not be any bar in the respective State Rent Control Legislation in regard to such increases in rent. Be that as it may.

(emphasis supplied)

13. The legal position is crystallized in the judgment of *Atamaram Properties (P) Ltd.* (supra). What the appellate court has to determine is the reasonability of the rate at which the tenant can be directed to pay compensation during the pendency of the appeal, as a condition for grant of stay. The determination of compensation cannot be an arbitrarily exercise. There ought to be material which would justify the determination of compensation. A numbers of factors weigh in. Location of the premises, its business potential, market value, rent identical property would fetch, the condition of the property, amenities therein are some of the factors which influence the ultimate determination.

14. The crucial question which comes to the fore is whether in the case at hand there was material before the court to direct the tenant to pay the compensation at an enhanced rate ?. The endevour on the part of the respondents to demonstrate that the petitioners had not taken pain to place on the record of the appellate court relevant material, though appears attractive at the first blush, does not seem worthy of acceptance unreservedly.

15. Indisputably, suit premises was taken on lease in the year 1973. The yearly rent was Rs. 1800/-. Respondent No.1-Corporation runs a petrol pump through its licensee respondent No. 5. The fact that the suit premises, which admeasurs 1453.6 sq. mts., is put to commercial use cannot be gainsaid. Consequently, the fact that, the rent of Rs. 1800/- per annum, hardly represents the rental value which the suit premises could fetch cannot be contested.

16. The submission on behalf of the respondent Nos. 1 to 4 that in the absence of relevant material having been brought on its record, the appellate court could not have determined reasonable rate of compensation, also does not appear to be borne out by the material on record. The petitioners had banked upon minutes of negotiations held between landlords and the tenants for the purpose of renewal of the lease, on 15-09-2017. A copy of the minutes was annexed to the reply filed to the stay application.

17. Relevant part of the minutes reads as under:-

"* After protracted discussion, BPCL Committee made a revised offer as follows:

. Rentals : Rs. 1,20,000/- (Rupees One Lac Twenty Thousand Only) per month excluding GST.

. Escalation : 15% after every five years.

. Lease tenure: Lease tenure would be 29 years w.e.f 01-06-2017.

. Back Rentals : Lumpsum payment of Rs.47 lack (Rupees Fourth Seven Lacs) excluding GST for the period June 1st 2013 till May 31st 2017."

(underline added)

18. In the face of the aforesaid material, according to Mr. Bajaj, the learned counsel for the petitioners, the petitioners were not required to place on record any other material as the respondent Nos. 1 to 4 had themselves offered to pay the rent at the rate of Rs. 1,20,000/- per month, with escalation @ 15% after every five years, and also pay a lumpsum amount of Rs.47,00,000/- towards the rent from 01-06-2013 to 31-05-2017. Thus, it is not open for the respondents/tenants to urge that no material was placed before the appellate court.

19. Mr. Kulkarni, the learned counsel for the respondent

Nos. 1 to 4 attempted to salvage the position by canvassing a submission that offer was made in the month of September, 2017. The landlords did not accept the said offer. Respondents/tenants, therefore, cannot be bound down by an offer which was made at a particular point of time and in different context.

20. The situation is required to be appreciated in the backdrop of the fact that a large piece of property is being put to commercial use at a mearge rent of Rs.1800/- per annum. It is not the case that the petitioners/plaintiffs had demanded the rent at enhanced rate and respondents/tenants had contested the said claim. In contrast, what emerges from the perusal of the minutes of the negotiation is that initially the respondents had offered to pay rent at Rs. 90,000/- per month and, later on, the offer was revised to Rs. 1,20,000/- per month. Indisputably, respondent Nos. 1 to 4 have not incurred any contractual obligation as the said offer was not accepted and a concluded contract was not executed. None-the-less, the fact remains that in the assessment of the respondent Nos. 1 to 4 in the year 2017, the suit premises had the potential to fetch rental value of Rs.1,20,000/-. This material, in my considered view, could not have been lost sight of by the learned District Judge.

21. The view of the learned District Judge that since an enquiry was ordered under order 20 Rule 12 of the Code, it was not necessary to direct the payment of compensation for occupation

post decree of eviction is plainly not in consonance with law. Refusal to direct the tenants to deposit the amount of decreetal rent and costs is equally inexplicable.

22. The upshot of the aforesaid consideration is that learned District Judge failed to exercise the jurisdiction vested in him to impose the conditions though the circumstances of the case imminently warranted the imposition of condition. The impugned order, thus, suffers from the vice of an error in law. This court would, therefore, be justified in interfering with the impugned order to the extent un-conditional stay to the execution of eviction decree is granted.

23. This propels me to the question as to at what rate the respondent Nos. 1 to 4 be ordered to pay the compensation. Mr. Bajaj, the learned counsel for the petitioners would urge that the offer made by the respondent Nos. 1 to 4, duly recorded in the minutes of negotiation dated 15-09-2017, can surely form the basis for determination of quantum of compensation, though the petitioners would be justified in claiming compensation at even higher rate.

24. In the considered view of this court, the offer made by the respondent Nos. 1 to 4 cannot be extolled to the pedestal of an irretrievable admission. Undoubtedly, it would indicate that suit premise has the potential to fetch rental value in proximity to the

amount represented by the said offer. The court is also required to be alive to the fact that the condition of deposit of amount by way of compensation ought not be so onerous as to make the right of appeal illusory.

25. In the totality of the circumstances, especially the business potential of the suit premise and the fact that the petrol pump outlet is being successfully operated there-from, for last 50 years, a direction for payment of compensation for occupation of the suit premises at the rate of Rs. 1,00,000/- per month from the date of decree for eviction passed by the trial court would be just and reasonable. In addition, the respondent Nos. 1 to 5 can be ordered to pay amount of decreetal rent and costs, as the conditions for continuance of stay to the execution of the eviction decree.

26. For the forgoing reasons, the petition deserves to be partly allowed. Hence, the following order.

ORDER

i. The petition stands partly allowed.

ii. The impugned orders stand modified as under:

a. The execution and operation of the decree passed in Special Civil Suit No. 1 of 2014 stands stayed till the decision of the appeal subject to respondent Nos. 1 to 5 depositing the compensation for the occupation of the suit premise at the rate of Rs. 1,00,000/- [Rupees One Lakh] per month from the date of decree i.e. 26-11-2018 and the decreetal rent of Rs.43,800/- and costs of the suit within a period of eight weeks from today, and shall continue to deposit the compensation at the said rate till disposal of the appeal.

iii. The petitioners are entitled to make an application for withdrawal of the amount of compensation, to be deposited by the respondent Nos. 1 to 5, and the appellate court may decide the same in accordance with law.

iv. Having regard to the nature of the controversy, the appellate court is requested to make an endevour to hear and decide the appeal as expeditiously as possible.

v. Rule made absolute in aforesaid terms.

vi. No costs.

[N. J. JAMADAR, J.]