

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CIVIL APPELLATE JURISDICTION****INTERIM APPLICATION NO.2088 OF 2021
IN
CIVIL REVISION APPLICATION NO.339 OF 2017**

Rajesh Jamnadas Gandhi and Anr. ... Applicants.

V/s.

Dineshchandra Narbadashankar Pandya(deleted)
Executor of Last Will and Testament of
Narmadashankar Ranchhodlal Pandya and
Smt.Shantaben Narmadashankar Pandya and Ors. ... Respondents.

Mr.Pradeep J. Thorat, Advocate for Applicants.

Mr.Prasad Dani, Sr.Counsel a/w Mr.R.M.Haridas, Advocates for Respondents.

CORAM : A.S. GADKARI, J.

DATE : 31st August, 2021.

PC. :

1. This is an Application for modification of Order dated 24th January, 2020 passed by this Court, thereby fixing interim compensation and directing the Applicants to pay it to the Respondents and for seeking further time of four weeks for deposit of balance of arrears of compensation for a period from 27th April, 2017 to 31st December, 2019.

2. Heard Mr.Thorat, learned counsel for the Applicants/tenants and Mr.Dani, learned senior counsel for Respondents/landlord.

3. It is a matter of fact on record that, by an Order dated 24th January, 2020, this Court had directed the Applicants to pay an amount of Rs.90,000 (Rupees Ninety Thousand Only) per month towards interim compensation to the Respondent-landlord during the pendency of the Revision Application and to clear the arrears of rent from 27th April, 2017 till 31st December, 2019 within stipulated period.

4. The Hon'ble Supreme Court in the case of *State of Maharashtra and Anr. Vs. Super Max International Private Limited and Ors.*, reported in (2009) 9 SCC 772, in para Nos.79 and 80 has held as under :-

“79. Before concluding the decision one more question needs to be addressed: what would be the position if the tenant's appeal/revision is allowed and the eviction decree is set aside? In that event, naturally, the status quo ante would be restored and the tenant would be entitled to get back all the amounts that he was made to pay in excess of the contractual rent. That being the position, the amount fixed by the court over and above the contractual monthly rent, ordinarily, should not be directed to be paid to the landlord during the pendency of the appeal/revision. The deposited amount, along with the accrued interest, should only be paid after the final disposal to either side depending upon the result of the case.

80. In case for some reason the Court finds it just and expedient that the amount fixed by it should go to the landlord even while the matter is pending, it must be careful to direct payment to the landlord on terms so that in case the

final decision goes in favour of the tenant the payment should be made to him without any undue delay or complications.”

5. The Respondent No.4 herein is a private limited company and no case for directing the Applicants to pay interim compensation to the Respondent No.4 was and is made out. It appears to this Court that, there was an error committed by this Court while passing the said Order dated 24th January, 2020. The direction to pay interim compensation to Respondent No.4 is not in consonance with the observations made by the Hon'ble Supreme Court as noted hereinabove.

6. In view thereof, para No.6 of Order dated 24th January, 2020 is modified and the Applicants are hereinafter directed to deposit the said interim compensation in the Registry of this Court during the pendency of present Revision Application.

It is needless to mention that, the Registry will invest the said amount in a Nationalised Bank as per the usual procedure.

7. As far as the prayer for extension of time to deposit the arrears of compensation for the period from 27th April 2017 to 31st December, 2019 is concerned, at the request of Mr. Thorat, learned counsel for the Applicants, further period of four weeks from today is granted to deposit the entire arrears.

8. It is however made clear that, if the Applicants fail to deposit the

said arrears within stipulated period in the Registry of this Court, the Respondents will be at liberty to execute the Decree.

9. Application is allowed in the aforesaid terms.

10. All the concerned to act on the basis of an authenticated copy of this Order.

[A.S. GADKARI, J.]

MANOJ R
TANDALE
Digitally signed
by MANOJ R
TANDALE
Date:
2021.09.04
10:21:52 +0530