

ORDER SHEET

CC/58/2021

IN THE HIGH COURT AT CALCUTTA
Special Jurisdiction (Contempt)
ORIGINAL SIDE

ARTI VERMA
Versus
BRIJRATAN MUNDHRA AND ORS.

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date : 31st January, 2022.

Appearance:

Mr. Dwaipayan Basu Mullick, Adv.

Mr. Dip Narayan Mukherjee, Adv.

Mr. Susovan Sengupta, Adv.

The Court: Learned Counsel appearing for the respondents are willing to pay Rs.35,000/- per month as rent by way of post-dated cheques along with security deposit, brokerage, packers and movers charges as required to accommodate the petitioner at the alternative accommodation.

However, learned Counsel appearing for the petitioner points out the concession of the respondents at paragraph 10 (page 9) of the affidavit-in-opposition affirmed by Brijratan Mundhra on November 22, 2021, where the respondents had agreed to provide rent of Rs.50,000/- per month in order to facilitate the petitioner's appropriate accommodation.

Upon hearing learned Counsel for the parties, it is seen that both parties have made earnest efforts to resolve the *ad hoc* issue of temporary

accommodation of the petitioner, during the continuance of the construction work of the new building where the petitioner and others would ultimately be accommodated.

For the ends of justice and in order to strike a balance between the conflicting interests of both the parties, the respondents, or any of the respondents on behalf of all the respondents, shall hand over to the petitioner, directly or through the petitioner's learned Advocate-on-Record appearing in this Court, current account payee cheque(s) to the tune of Rs.1,50,000/- at one go (to be handed over by February 15, 2022). Within February 15, 2022 the respondents shall also hand over post-dated account payee cheques to the tune of Rs.50,000/- per month, to cover the respondents' pledged share of the petitioner's rent at the temporary alternative accommodation for the months of May, 2022 till December, 2024 (for the time being), to cover a substantial portion of the rent payable by the petitioner for enjoying her temporary alternative accommodation for the said months.

However, subject to such cheques being handed over to the petitioner from the respondents' end, the respondents shall have no other liability to pay any further amount on account of rent, security deposit, brokerage and packers and movers' charges to the petitioner for the purpose of the petitioner's shifting to such alternative accommodation. Subject to such cheques being handed over to the petitioner, directly or through the learned Advocate-on-Record for the petitioner, on or before February 15, 2022, the petitioner shall shift accommodation from her existing residence to her new temporary accommodation, along with all her movable belongings, and shall

hand over possession of the current accommodation of the petitioner to the respondents/any of the respondents on behalf of all/any authorised agent of the respondents, positively by February 28, 2022.

The respondents shall make full endeavour thereafter to complete the construction of the new building upon demolition of the existing structure and to re-accommodate the petitioner at a habitable accommodation at the newly-constructed building, commensurate with the size and standard of her current accommodation, preferably within December, 2024. In the event such new accommodation is handed over to the petitioner by the respondents in or before the month of December, 2024, the petitioner shall return the rest of the post-dated cheques, covering the period from such date of handing over of unencumbered possession to December, 2024 to the respondents without encashing the same in any manner, within a fortnight after such hand-over of possession. It is made clear that this shifting of accommodation by the petitioner in the interregnum shall not create any special equity or right in favour of either of the parties and shall be entirely without prejudice to the rights and contentions of both the parties in the main writ petition and/or in respect of the property to be handed over to the petitioner in the capacity of a tenant.

In view of such fair stand being taken by the parties, there is no necessity to keep the contempt application subsisting, since no further contumacious act remains on the part of the respondent in view of such undertaking as recorded above.

However, in default of performance of any of the above mutual conditions by any of the parties, it will be open to the other party to the

contempt application to approach this Court with a fresh contempt application for appropriate orders. The parties shall also be at liberty to mention the main writ petition bearing No.WPO/577/2017 for being enlisted before an appropriate Bench then having determination in the event of default of any of the above conditions by the other party.

CC/58/2021 is disposed of in the light of the above observations.

Urgent certified website copies of this order, if applied for, be supplied to the parties upon compliance with all requisite formalities.

(SABYASACHI BHATTACHARYYA, J.)

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