

(1)-WP-12852-15 & 5947-16 (corrected).doc.

Corrected pursuant to speaking to minutes of order dated 26th April, 2022.

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

WRIT PETITION NO.12852 OF 2015

Smt. Vinaya Vilas Bhagwat

..Petitioner

Versus

Shri. Shrikrishna Ganesh Bhinde

Since deceased through legal heirs

Smt. Usha Shrikrishna Bhide and Ors.

..Respondents

WITH

WRIT PETITION NO.5947 OF 2016

Smt. Vinaya Vilas Bhagwat

..Petitioner

Versus

Smt. Usha Shrikrishna Bhide and Ors.

..Respondents

Mr. Siddharth C. Wakankar, for the Petitioner in both Petitions.

Ms. Gauri Godse a/w Rohit Joshi, for the Respondents.

CORAM : NITIN W. SAMBRE, J.

DATE : 12th APRIL, 2022

PC.

1. In a proceeding for eviction, the petitioner/tenant was directed to pay an amount of Rs.7,000/- per month towards accommodation charges in view of order passed by the Appellate Court (District Judge) on 4th August, 2015.

2. While questioning the said order, on 6th December, 2017, while granting rule, a statement of the counsel for the petitioner is recorded that the petitioner shall continue to pay the rent as has

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been paid till November, 2017. The fact remains that as on November, 2017, the petitioner was liable to pay accommodation charges at the rate of Rs.7,000/- per month which are not paid.

3. Ms. Gauri Godse, learned counsel appearing for the decree holder/respondent would invite attention of this Court to an outstanding amount around of Rs.2,40,000/- till March, 2022.

4. In response to the Court's query, counsel for the petitioner submits that petitioner in view of financial difficulty can deposit an amount of Rs.5,000/- per month. Having appreciated the said submissions, once this Court on 6th December, 2017 has recorded statement of the petitioner that he shall continue to deposit the amount as has been paid upto November, 2017 i.e. at the rate of Rs.7,000/- per month, it was expected of the petitioner to deposit the said amount regularly as the petitioner is enjoying interim relief.

5. The fact remains that the order dated 6th December, 2017 is not complied with by the petitioner in its true letter and spirit.

6. In response to the Court's query, counsel for the petitioner on instructions submits that within four weeks an amount of Rs.75,000/- shall be deposited in the Trial Court.

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7. The statement made is accepted as an undertaking to this Court.

8. As such, the petitioner shall deposit an amount of Rs.75,000/- in Trial Court within four weeks and submit compliance pursis to that effect in this Court.

9. If the amount is not deposited and compliance pursis is not placed on record within four weeks from today, the protection of possession shall cease to operate without further reference to the Court.

10. As far as the balance amount of Rs.1,65,000/- is concerned, the petitioner is permitted to deposit additional amount of Rs.75,000/- by 15th June, 2022 in similar manner as referred to above. The balance amount of Rs.90,000/- shall be deposited by 15th July, 2022.

11. The aforesaid statements are accepted as an undertaking to this Court and the protection is continued subject to the aforesaid conditions and compliances.

12. This is in addition to the fact that the petitioner shall continue to pay an amount of Rs.7,000/- per month as has been agreed herein-before on or before 10th day of each English calendar month.

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13. Needless to clarify that the respondent/landlord will be at liberty to withdraw the amount deposited.

14. As such, Writ Petition No.5947 of 2016 is disposed of as infructuous, as the order of District Judge directing the petitioner to pay the accommodation charges at the rate of Rs.7,000/- is already considered and acted upon.

[NTIN W. SAMBRE, J.]