

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

**INTERIM APPLICATION NO.17061 OF 2022
IN
CIVIL REVISION APPLICATION NO.242 OF 2017**

Mr. Salim Taher Merchant ..Applicant
Versus
Mr. Manzal Mohammed S/o Kunji
Mohammed & Ors. ..Respondents

Mr. Vinay Bhate i/by Jyoti R. Sahu, for the Applicant.
Mr. J. V. Parmar a/w O. S. Kamwal, for Respondent Nos.1 to 9.

CORAM : NITIN W. SAMBRE, J.

DATE : 10th AUGUST, 2022

P.C.

1. The non-applicant/landlord has taken out application being Civil Application No.396 of 2017 with a prayer to revise the compensation. The applicant/tenant opposed the said application, however, this Court directed the present applicant/occupant to pay an amount of compensation at the rate of Rs.30,000/- per month with effect from March, 2018. The said amount was to be deposited in the Court in time bound manner.

2. The fact remains that the present applicant/tenant failed to honour the said commitment as was ordered dated 9th January, 2018. Thereafter applicant

has taken out application being Interim Application No.1038 of 2022, which was heard on 15th July, 2022 at which stage, the applicant/tenant assured this Court that by 18th July, 2022, he shall be delivering demand draft for an amount of Rs.13,00,000/- towards arrears of compensation. Accordingly, matter was adjourned to 18th July, 2022. In the first half on 18th July, 2022, when the matter was called out, in spite of last chance, again last chance was given for listing the matter at end of the day, so as to enable the applicant to deposit an amount of compensation, which he has failed to. As a consequence, this Court by reasoned order dated 18th July, 2022 vacated the interim relief in favour of the applicant.

3. As a sequel of above, the non-applicant/landlord approached Executing Court for issuance of warrant of possession, which I am informed was ordered to be issued on 22nd July, 2022. The applicant is seeking stay to the execution of warrant of possession on the ground that he is armed with cheque of Rs.10,00,000/- and within two weeks he assures that he shall be making arrangement of additional Rs.3,00,000/- i.e. to clear the entire liability of arrears of compensation. He would invite attention of this Court to an attempt on the part of the applicant before the Executing Court seeking permission to deposit an amount of Rs.10,00,000/- through cheque.

4. Counsel for the non-applicant/landlord would oppose the prayer based on the very conduct of the applicant as reflected in the earlier orders.

5. I have appreciated the submissions.

6. It appears that the similar attempt of tendering cheque before this Court was made by the applicant on earlier occasion. This Court having noticed consecutive defaults on the part of the applicant in the matter of deposit of amount of compensation, has directed him to bring demand draft, which till this date, he has failed to. Even before the Trial Court, so also this Court the applicant is again using same trick of deposit of cheque for an amount of Rs.10,00,000/- as a tool for protecting his possession over the suit property.

7. The fact remains that the applicant in spite of the orders of this Court passed in 2018 has failed to pay compensation from October, 2019. Though repeated accommodation was granted to the applicant, till this date, he has neither paid the amount of compensation nor deposited in the Executing Court. As such, no case for for grant of relief is made out.

8. The application as such stands rejected.

[NITIN W. SAMBRE, J.]