

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, AT NAGPUR.**

Writ Petition No. 2269 of 2021

Sandesh S/o Sharad Mudholkar
Aged about 50 years, Occ : Service
R/o G-301, Western City, Opp. C.N.G.
Pump, Near L.P. Sawani School, Pal
Road, Adajan, Surat - 395009.

.... Petitioner

... Versus ...

- (1) State Bank of India,
Bhawan, Madame Cama Road,
Mumbai-400021, through its
Chairman.
- (2) State Bank of India,
Zonal Office, Zone-1,
Sardar Patel Road,
Nagpur – 440001 through
its Dy. General Manager
- (3) State Bank of India,
Main Branch, Gandhi Ward,
Hinganghat, District Wardha,
through its Branch Manager.
- (4) Krishna Rambhau Nanadanwar
Aged 52 years, Occu : Service,
R/o Flat No. F-6, First Floor,
Balaji Apartment, Behind Amranath,
Apartment Rod, Nandanwan, Nagpur.

.... Respondents

Mr. A. J. Thakkar, Advocate for the petitioner
Mr. M. Anilkumar, Advocate for respondent nos. 1 to 3

CORAM : ROHIT B. DEO, J.

DATED : 16-2-2022

ORAL JUDGMENT

Rule. Rule made returnable forthwith. Heard finally with consent of learned counsel appearing for the parties.

2. In a suit for eviction, recovery of arrears of rent and damages instituted by the plaintiff, the learned trial Judge vide order dated 12-3-2021 rejected the application preferred by the plaintiff under Order XV-A of the Code of Civil Procedure whereby a direction was sought that the defendants should deposit the unpaid rent in the Court. Defendants 1 to 3 are the State Bank of India (SBI) and its Officers and defendant 4, Krishna Nanadanwar is a former employee who according to the learned counsel for the SBI, Mr. M. Anilkumar, is dismissed from service.

3. Considering the order which I propose to make, it would not be necessary to refer to the rival contentions elaborately. Suffice it to state that it is an admitted position on record that the apartment was in occupation of the respondent 4, who is dismissed from service, and till 30-9-2017, it was the SBI which paid rent to the petitioner – landlord. While the learned counsel Mr. M. Anilkumar hastens to submit that the rent was paid by State Bank of India in lieu of the HRA (house rent

allowance) of the employee, the exact status and liability, if any, of SBI can be left to the trial Court to determine, after the evidence is adduced.

4. The learned counsel for respondent 4 is not appearing in the matter.

5. Learned counsel for respondents 1 to 3 Mr. M. Anilkumar has handed over, across the bar, an affidavit dated 16-2-2022 disclosing that an amount of Rs. 6,22,288/- (Rupees Six Lacs Twenty Two Thousand Two Hundred Eighty Eight) which ordinarily would have been paid to the dismissed employee after deducting TDS and certain recoveries, is with the SBI.

6. The learned counsel for the parties, who are appearing in the matter, jointly informed that the suit itself can be expeditiously decided considering that respondents 1 and 3 herein have given their no objection, if a decree of possession is passed.

7. While I do not intend to interfere with the order impugned, respondents 1 and 3 are directed to deposit the amount of Rs. 4.5 Lacs (Rupees Four Lacs Fifty Thousand) in the trial Court within the next

seven days. I am further informed that the suit is fixed on 12-3-2022 for evidence.

8. The trial Court is requested to proceed with the suit expeditiously and to conclude the same, in any event, before 31-5-2022.

9. The landlord is permitted to withdraw the amount which may be deposited with the State Bank of India, subject to the final decision in the suit, after executing such indemnity bond, as the trial Judge may deem fit.

10. Petition is disposed of.

JUDGE

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