

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

CIVIL APPLICATION (CAW) NO.1626/2022

IN

WRIT PETITION NO.3123/2021 (D)

Central Bank of India, Head Office at Chandermakhi, Nariman Point, Mumbai -21 and
another

...Versus...

M/s. Concrete Developers A partnership firm through its Partner Mr. Nitish
Rameshchandra Chordia

Office Notes, Office Memoranda of Coram,
appearances, Court's orders or directions
and Registrar's orders

Court's or Judge's orders

Shri S.N. Fuladi, Advocate for applicants/original respondents
Shri R.M. Bhangde, Advocate for non-applicant/original petitioner

CORAM : AVINASH G. GHAROTE, J.

DATE : 03/08/2022

1. The applicants/original respondents have filed this application for extension of time of further six months to vacate the premises. It is contended that though the time is expiring on 04/08/2022, as time was required to shift the lockers and other office attachments, the same could not be done in the time earlier granted of three months.

2. Shri R.M. Bhangde, learned counsel for the non-applicant/original petitioner, submits that even at the agreed rate of rent, the applicants have not paid the amount since 2020 when the lease expired. After the lease has expired, nothing has been paid. Though it is contended by Shri Fuladi, learned counsel for the applicants that the rent at the agreed rate was sought to be tendered, it was not accepted, however,

the fact remains that neither it was sent by a demand draft nor an application has been made in this court to deposit it, which would indicate that there is clearly lack of bonafides. However, in order to show the bonafides, now the applicants today have handed over two demand drafts, totalling Rs.09,77,232/- to the original petitioner, the receipt of which the original petitioner acknowledges. A further statement has been made that for the time which may be extended for vacating the premises, the applicants are willing to pay an occupation charges of Rs.1,00,000/- per month, which statement is accepted as a statement to the court, considering which, time of four months is extended.

3. It is made clear that any acceptance of any amount in these proceedings would be without prejudice to the rights of the original petitioner in the *mesne* profit case already instituted by the original petitioner. It is further made clear that the applicants shall be entitled to undertake all activities necessary for vacating the premises without adversely affecting the structural stability of the building and shall make good all damages, which may be caused during such removal by repairing it.

4. The civil application is allowed and disposed of accordingly.

(AVINASH G. GHAROTE, J.)