



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

932 CONT. PETITION NO.93 OF 2023
IN WP/1748/2022

SUNITA SANJAY KSHIRSAGAR
VERSUS
SUREKHA VIJAY PETKAR

...

Advocate for Petitioner : Mr. Syed G. R.
Advocate for Respondent : Mr. Shahaji Ghatol Patil

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CORAM : ARUN R. PEDNEKER, J.
DATE : 05/12/2023

PER COURT :

1. Heard the learned Advocate representing the respective parties.
2. This Court by order dated 29/03/2022 directed the Civil Court to decide the pending civil suit within a period of six months and that there was a further direction at paragraph No.14 as under :

"14. It is further made clear that the tenant shall continue to deposit rent regularly till the disposal of civil suit."

3. It is the contention of the contempt petitioner that the contemnor has not regularly deposited the rent before the Civil Court, and that the deposit if at all is made, is beyond the period as directed by this Court in terms of paragraph No.14.
4. The learned Advocate appearing on behalf of the respondent in

his reply affidavit at paragraph No.12 submitted as under :-

"12. The deponent respectfully submit that, in view of the rent agreement dated 13/11/2019, the present petitioner given two shops Municipal No. 3-2-484 and 3-2-483, admeasuring 10 x 10 sq.ft.each for rent of Rs.26,000/- said amount is decided to be paid in two installment in each month, 1st installment of Rs.13,000/- is to be paid before 5th day of each month and remaining installment of Rs.13,000/- is to be paid by 20th day of each month. I say that, in view of agreement answering respondent regularly paid the rent to the present petitioner. I say that, the present petitioner avoided to accept the rent therefore, the answering respondent is depositing the rent in the learned trial Court by taking permission of learned trial Court by filing application on time to time. I say that, after filing application along with the Demand Draft some time requires for presentation of application, passing of order by Hon'ble Court and for credit of said amount in to the account. I say that, those are the procedural aspects cannot be termed as delay in depositing rent. I say that, the answering respondent followed the order of Hon'ble Court in letter and spirit and deposited the rent regularly and complied the order of Hon'ble High Court."

This position is not disputed by the petitioner.

5. The learned Advocate for the petitioner submits that he is not

disputing the amount is received as stated in paragraph no.12 of the affidavit quoted above but he disputes that the payment is not in full compliance of the order of this Court.

6. In view of the same, there is no contempt. However, if there is any default in depositing of the rent within time giving rise to any legal consequence, the petitioner is at liberty to pursue the same before the appropriate Court.

7. In view of the same, the contempt petition is disposed of.

(ARUN R. PEDNEKER, J.)

vj gawade/-.