



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

923 WRIT PETITION NO. 8910 OF 2024

ADPLAY SOLUTIONS THROUGH TIS PROPRIETOR VINAY SURESH SHARMA
....Petitioner

VERSUS

MS EMPIRE MALL PVT LTD THROUGH ITS IN CHARGE AND ANOTHER
..Respondent

.....
Advocate for the Petitioner : Mr. Bhale Vikas S.
Advocate for Respondents : Mr. D.P. Palodkar

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CORAM : ARUN R. PEDNEKER, J.
Dated : August 21, 2024

PER COURT :-

1. Heard the learned counsel appearing for the parties.
2. The learned counsel for the respondents has taken me through the Memorandum of Understanding which is at page No. 34 of the writ petition. Having perused the same, it is seen that the agreed rent between the parties is Rs.25,000/- per month plus taxes plus electricity at actual plus taxes. Thus the submission of the petitioner that the liability of the petitioner is only to pay Rs.25,000/- p.a. as rent is mischievous.
3. In para 3 (a) of the written statement filed by the defendants, it is pleaded as under :-
 - a. That a Memorandum of Understanding dated 1st December 2019 was executed between the Plaintiff – Adplay Solution and the Defendant – Empire Mall Private Limited (EMPL) for a term period of 5 years i.e. from 1st December 2019 till 1st December 2024 with agreed commercial sharing of Rs.25,000/- per month plus taxes plus electricity at actual with an escalation of 10% every year and so on, calculated every year, till the completion of tenure.
4. The defendant has agreed in Memorandum of Understanding to pay monthly rent of Rs.25,000/- plus taxes plus electricity at actual with an

escalation of 10% every year and so on, calculated every year, till the completion of tenure. The learned 15th Jt. Civil Judge, Junior Division, Aurangabad vide order dated 21.4.2023 directed the petitioner herein to pay the agreed rent to the defendants regularly as per the terms of MOU dated 1.12.2019 and temporarily restrained the defendants from taking action against plaintiff. By the impugned order dated 7.5.2024, the Trial Court again directed the petitioner to comply with the aforesaid order till the next date and also makes it clear that default of plaintiff making compliance of above order will lead to passing of appropriate order.

5. The petitioner failed to comply with the above orders till date. However, the petitioner is granted two weeks time from today as a last opportunity to comply with the above order. However, there can be no dispute between the parties in terms of MOU particularly clause 2 (e) to 2(i). With the above observations, the writ petition stands disposed of. In the event the petitioner failed to comply with the directions of the Trial Court vide impugned order within two weeks from today, the Trial Court would be at liberty to pass appropriate orders in terms of earlier order dated 21.4.2023.

6. In view of the submission of the petitioner noted in para 2, the Court was constrained to impose heavy cost, however, the learned counsel for the petitioner voluntarily submits that he would deposit Rs.10,000/- to the High Court Bar Association, Aurangabad within four weeks from today. Statement accepted.

7. Writ petition is disposed of.

(ARUN R. PEDNEKER, J.)

ssc/