

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.3605 OF 2023
IN
CIVIL REVISION APPLICATION NO.587 OF 2015

Suryakant Vithal Sawant (Since
Deceased)

Through Legal Representative

Suvarna Suryakant Sawant & ... Applicant

IN THE MATTER BETWEEN

M/s. Deepraj Hotel ... Applicant

V/s.

Shri. Suryakant Vithal Sawant (Since
Deceased)

Through Legal Representative

Suvarna Suryakant Sawant & Ors ... Respondents

Mr. Rohit P Mahadik i/b Khadeparkar & Associates for Applicant
in IA & for Respondent in IA/3605 of 2023.
Adv. R. C. Dhuru for Applicant.

CORAM : RAJESH S. PATIL, J.

DATED : 2 JANUARY 2024

PC.:

1. This Interim Application No.3605 of 2023 is filed by Original plaintiffs (landlord), seeking a direction from this Court that ad interim relief granted in the Civil Revision Application, in favour of defendant (M/s Deepraj Hotel), be vacated.

2. The Civil Revision Application is filed by Original defendant (M/s Deepraj Hotel), challenging the concurrent findings recorded by the Trial Court and the First Appellate Court. In the Civil Revision Application by an Order dated 21 October 2015, 'Rule' was issued and the Original defendant (M/s Deepraj Hotel) were directed to deposit in Trial Court a sum of Rs.25,000/- per month with effect from 1 August 2015. By a further Order passed by this Court on 28 April 2016, it was recorded that the Original defendant should deposit a sum of Rs.25,000/- per month till the hearing and final disposal of the Civil Revision Application. It was also further directed that if there is any default in depositing the compensation amount, liberty was granted to the plaintiff to move this Court for appropriate directions / Order.

3. Further by Order dated 25 September 2017 it was recorded that the Original defendant had committed default in complying with the earlier order passed by this Court. However, an opportunity was given to the Original defendant to deposit the entire amount in terms of the Order passed earlier, within two months from that date. It was further observed that in case the amount is not deposited, the interim order granted by this Court will stand vacated.

4. Mr. Rohit Mahadik appearing for the landlord submits that again there is default and today the outstanding amount is Rs. 12,25,000/- Mr. R. C. Dhuru submits that the outstanding amount is only Rs.5,75,000/-. Mr. Dhuru further submits that during the COVID period of two years his client was not able to pay any amount as the business of his client of "Bar and

Restaurant” was not in operational.

5. This Court therefore directed Mr. Dhuru that whether his which is Rs.5,75,000/-. However Mr. Dhuru submitted that even that amount his client can't deposit immediately and requires time of at least three to six months. Mr. Mahadik has opposed this request made by Mr. Dhuru. Mr. Mahadik submits that the outstanding amount is clearly Rs.12,25,000/- and inspite of this Court by its three orders have showing lenience, the tenant has not complied with the direction given by this Court and even when there was no COVID period the tenant choose not to complied with the direction given by this Court. In view of the same as the Order dated 25 September 2017, 28 April 2016 and 21 October 2015 are clear which states that the interim order will stand vacated if the amount are not deposited. Therefore, the present application is allowed in terms of prayer clause (a). The prayer clause (a) of the Interim Application read as under:

(a) This Hon'ble Court be pleased to vacate the ad-interim relief granted in the favour of the Respondent by its order dated 21/10/2015, 28/04/2016 and 25/09/2017.;

6. All the parties to act on an authenticate copy of this order.
7. Interim Application is disposed of.

(RAJESH S. PATIL, J.)