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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

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INTERIM APPLICATION NO.16612 OF 2023
IN
CIVIL REVISION APPLICATION NO.484 OF 2022

Radheshyam Chunilal Badsawal ..Applicant

IN THE MATTER BETWEEN :

Smt.Sonibai C. Badsawal, since deceased
through Her L.Rs. -Radheshyam C. Badsawal ..Applicant

Versus

Subash Vrahaspati Dube & Anr. ..Respondents

Ms.Bijal A. Chowlera a/w Manoj R. Badriwal for the Applicant.

Adv. Shrinivas Singh I.b Adv. Richa Singh for the Respondents.

CORAM : RAJESH S. PATIL, J.

DATE : 13TH FEBRUARY, 2024.

P.C. :-

1. This Interim Application is filed by the Landlord seeking a prayer for injunction to restrain the Respondent No.1 from carrying out any further additions and alterations in the suit premises And that the Respondent No.1, his heirs or agents,

servants and assignees to be restrained from sub-letting the suit premises to any third party. Mr. Shrinivas Singh appearing for Respondent No.1 (Mr. Subhash Vrahaspati Dube), who is present in Court, submits that his client has instructed him that they are not going to create any kind of third party interest in the suit premises and they are in possession of the suit premises. He further submits that his client has not carried out any illegal additions and alternations in the suit premises, and they are not going to carry out alterations and additions in the suit premises, without prior written permission of the Landlord.

2. The statements made by the Respondent No.1 on behalf of his client, who is present in Court, are accepted as an undertaking given to this Court.

3. In view of the same, this Interim Application is allowed in terms of prayer clauses (a) and (b). Prayer clauses (a) and (b) of the Interim Application read as under :-

“(a). Pending the hearing and final disposal of the above Civil Revision Application the Respondent No.1, his heirs, agents, servants and assigns be restrained by an order of this Hon’ble Court from carrying

out any further addition and alteration in the suit premises.

(b). Pending the hearing and final disposal of the above Civil Revision Application the Respondent No.1, his heirs, agents, servants and assigns be restrained by an order of this Hon'ble Court from subletting the suit premises to any third party.”

4. As regards prayer clause (c), the Applicant Original Landlord is claiming interim compensation of Rs.10,000/- per month as per the ratio laid down in *Atma Ram Properties*, reported in *(2005) 1 SCC 705*. This Court in its judgment dated 18 January 2024 passed in Interim Application No.20278 of 2022 in Civil Revision Application No.280 of 2022 Petition, has already held that when the Landlord files a Revision Application before this Court, the ratio laid down in the case of *Atma Ram Properties* (supra) is not applicable.

5. Further Ms.Bijal A. Chowlera appearing for the Applicant submits that even agreed rent of Rs.400/- per month is not paid by the Respondents since the year 2015. She further submits that the outstanding amount as of today would be approximately Rs.45,000/-.

6. Mr.Singh submits that without prejudice to the rights and contentions of the Respondents, the said amount of Rs.45,000/- would be paid directly in the bank account of the Applicant / Landlord within a period of two weeks from today.

7. It is further directed that the Respondent / Defendant to deposit the agreed rent at the rate of Rs.400/- per month in advance for the whole year by the month of March every year.

8. The Interim Application No.16612 of 2023 is accordingly disposed of.

(RAJESH S. PATIL, J.)