

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 12874 OF 2024

Fashion TV India Pvt. Ltd.

... **Petitioner**

Versus

Satinderpal Singh Ahuja & Ors.

... **Respondents**

AND

WRIT PETITION NO. 12875 OF 2024

Fashion TV India Pvt. Ltd.

... **Petitioner**

Versus

Arvinder Singh Ahuja & Ors.

... **Respondents**

AND

WRIT PETITION NO. 12876 OF 2024

Fashion TV India Pvt. Ltd.

... **Petitioner**

Versus

Satinderpal Singh Ahuja & Ors.

... **Respondents**

Mr. Surel Shah, Senior Advocate a/w Mr. Amol Kanki, Mr. Prashant Phophale i/b PMH Law, for the Petitioners.

Mr. Gaurav Mehta, Mr. Bhanu Chopra a/w Mr. Rishab Murali & Ms. Stuti Ladia i/b Dhruve Liladhar & Co. for Respondent No. 1 in WP No. 12874/2024, Respondent Nos. 1 & 2 in WP No. 12875/2024 and Respondent Nos. 1 to 3 in WP No. 12876/2024.

CORAM : SANDEEP V. MARNE, J.

DATE : 19 SEPTEMBER 2024.

P.C. :

1) These Petitions are filed challenging Orders dated 31 October 2023 passed by the Small Causes Court refusing to condone the delay that has occurred in filing Revision Application against Order dated 28 April 2023 passed by the learned Single Judge of the Small Causes Court directing Petitioners/Defendants to pay monthly compensation in respect of the suit premises under provisions of Order 15A of the Code of Civil Procedure, 1908 (Code). It appears that on account of non-payment of the amount as directed in the Orders dated 28 April 2023, the defence of the Petitioners/Defendants has been struck off by Orders dated 3 May 2024, which are also subject matter of challenge in the present Petition.

2) I have heard Mr. Shah, the learned senior advocate appearing for Petitioner and Mr. Mehta, the learned counsel appearing for Respondents-Original Plaintiffs.

3) After having considered the submissions canvassed by the learned counsel appearing for parties, there appears to be no serious dispute about execution of license agreements in respect of the premises covered by the three suits. Under the license agreement, Petitioner/Licensee has agreed to pay monthly license fees as indicated in those agreements. It appears that since March 2022, the Petitioner has failed to pay license fees in respect of all the three premises to

Plaintiffs which prompted Plaintiffs to institute L.E. & C. Suit Nos. 101, 102 and 103 of 2022 in June 2022.

4) By Orders dated 28 April 2023 the learned Judge of the Small Causes Court has directed Petitioner to pay following monthly compensation in respect of premises covered by the three suits:

Sr. No.	Unit Nos.	TC L.E. & C. Suits	License Fee (Agreement)
1.	9	101 of 2022	Rs. 1,17,000/- p.m.
2.	4	102 of 2022	Rs. 1,17,070/- p.m.
3.	3	103 of 2022	Rs. 2,25,083/- p.m.

5) The learned Judge has also directed payment of the above monthly compensation from the date of filing of the suit till disposal thereof alongwith interest at the rate of 18% per annum.

6) In my view, the learned Judge has erred in directing payment of monthly compensation alongwith interest, which appears to be clearly outside the scope of Court's power under Order 15A of the Code. Order 15A of the Code empowers the Court to direct deposit of such amount as the Court may direct on account of arrears of rent or license fees. In my view, therefore, the direction of the learned Judge for payment of interest at the rate of 18% on the amount of monthly compensation is clearly erroneous.

7) The second error committed by the learned Judge appears to be in respect of direction to 'pay' the monthly compensation when

Order 15A contemplates mere 'deposit' of the amount as determined by the Court. In that view of the matter, the monthly compensation fixed by the learned Judge will have to be deposited in the Court. Under Clause (3) of Order 15A Plaintiff would be at liberty to file an application to before the learned Judge seeking withdrawal of the deposited amount.

8) Mr. Shah would question the quantum of amount of monthly compensation directed to be deposited by the learned Judge. According to Mr. Shah, provisions of Order 15A vest necessary discretion with the Court to determine the amount which can be directed to be deposited. He would submit that such amount need not be whole amount of arrears of license fees and the Court, considering the fact and circumstances of each case, can direct deposit of amount lesser than the arrears of rent or license fees. While Mr. Shah is not entirely wrong in contending that the Court has necessary jurisdiction to direct deposit of amount lesser than the amount of arrears of rent or license fees, in the facts and circumstances of the present case, I am of the view that the learned Judge has not committed any error in directing deposit of entire amount of monthly compensation. Petitioner is a licensee, who has agreed to pay license fees/monthly compensation reflected in the license agreement. Since March 2022, Petitioner has not paid license fees to Plaintiffs and is enjoying the possession of license premises. Petitioner cannot be permitted to occupy the premises without depositing the amount of license fees. I am therefore of the view that no error is committed that the learned Judge in directing deposit of the entire amount of license fees under provisions of Order 15A of the Code.

9) Since this Court is modifying the Orders dated 28 April 2023 to the extent of direction for payment of license fees as well as direction for payment of interest, Petitioners will have to be given an opportunity to deposit the modified amounts and for that purpose the Orders dated 3 May 2024 passed by the learned Judge striking off defence of the Petitioner will have to be set aside.

10) So far as the challenge to the Orders dated 31 October 2023 passed by the Appellate Bench is concerned, in my view, since correctness of Orders dated 28 April 2023 is being determined by this Court in the present petition, it is not necessary to consider correctness of Orders dated 31 October 2023, which would otherwise require remand of the matter to the Appellate Bench for decision of Revision Applications sought to be lodged by the Petitioner. In my view, the present Order would put an end to the entire controversy relating to direction for deposit of monthly compensation under Order 15A of the Code. With a view to save time, this Court is taking unusual mode of deciding the correctness of Orders dated 28 April 2023 rather than setting aside the order of the Appellate Bench refusing to condone the delay in lodging the Revision Applications.

11) Accordingly, I proceed to pass the following order:

i) Orders dated 28 April 2023 passed by the learned Judge of the Small Causes Court in L.E. & C. Suit Nos. 101, 102 and 103 of 2022 shall stand modified to the limited extent that the Petitioner shall not be liable to pay/deposit any interest on the amount of monthly compensation determined

by the Small Causes Court. The amount of monthly compensation determined by the Small Causes Court shall be deposited by the Petitioner in the Small Causes Court on or before 31 December 2024. In the event, such deposit is made, Plaintiff would be at liberty to apply to the learned Judge for withdrawal of the deposited amount, which application shall be decided on its own merits.

ii) Since Petitioner is granted opportunity to deposit the amount of monthly compensation till 31 December 2024, Orders dated 3 May 2024 striking off defence of the Petitioner are set aside. In the event, Petitioner fails to deposit the amount of arrears of monthly compensation by 31 December 2024 and/or fails to make deposits every month after 1 January 2025, Plaintiffs would be at liberty to apply before the learned Judge for passing necessary order to strike off Petitioner's defence.

iii) Since the Orders dated 28 April 2023 are being modified nothing would survive the Revision Applications sought to be lodged by the Petitioner before the Appellate Bench and the same shall be deemed to have been disposed off.

12) With the above Directions Writ Petitions are disposed of.

[SANDEEP V. MARNE, J.]