



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

911 CRA NO. 115 OF 2025

TULSHIRAM RAMLU SONKEPALLI

VERSUS

SAYYAD AHMED HUSSAIN SAYYED ALI HASAN DIED THRU LRS SYED
ABBAS HUSSAIN SYED AHMED HUSSAIN AND OTHER

...

Mr. Patil Milind M. (beedkar), Advocate for the applicant

Mr. S. S. Bora, Advocate for Respondent respondents

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CORAM : AJIT B. KADETHANKAR, J.

DATE : 07.10.2025

PER COURT :-

1. Heard Mr. Patil, learned counsel for the applicant and Mr. Bora, learned counsel for the respondents. At the instance of the parties, the matter is heard finally.

2. Regular Civil Suit No.24 of 2004 was filed by the original plaintiffs against the present applicant seeking recovery of possession of House No.4-3-27 (old number), 4-3-14 (new number), situated at Ambedkar Road, Purna, District Parbhani.

3. By judgment and decree dated 04.02.2019, the learned Civil Judge, Junior Division, Purna, District Parbhani, decreed the suit and directed the defendant/present applicant to hand over peaceful and vacant possession

of the suit property to the plaintiffs within one month from that date. Directions were also issued for payment of rent and interest. Aggrieved by the said judgment and decree, the applicant preferred Regular Civil Appeal No.32 of 2019 before the learned District Court.

4. Upon hearing both the parties, the learned District Court vide its judgment and decree dated 20.12.2024 dismissed the Regular Civil Appeal No.32 of 2019 filed by the present applicant and confirmed the judgment and decree passed by the learned Trial Court as such, the applicant is before this Court vide the present civil revision application.

5. Mr. Patil, learned counsel for the applicant was at pains to demonstrate that both the courts below erred in not recording any finding on the issue of "standard rent" and that only on this ground, both the judgments and decrees under challenge deserve to be quashed and set aside.

6. Mr. Bora, learned counsel for respondents however supports the judgment and decree passed by both the learned Trial Court and submits that there are judicial findings that the rent was proved.

7. This Court heard both parties at length, particularly the applicant. Upon disinclination of this Court to interfere with the findings rendered by both the courts below, Mr. Patil, on instructions from the applicant who is

personally present in Court seeks permission to withdraw the civil revision application. Mr. Patil further submitted, on instructions, that the applicant requires some time to vacate the suit premises in view of his profession and financial condition. It is also submitted that the applicant undertakes to repay the amount directed by the courts in installments.

8. Mr. Bora, learned counsel for the respondents, on instructions, has no objection to the withdrawal of the civil revision application but prays for a speedy vacation of the suit premises by the applicant. After discussions between the parties, it is submitted that the applicant agrees and undertakes to vacate the suit premises within one year from today, i.e., on or before 31st October 2026. The applicant also agrees to pay arrears of rent, along with monthly rent/compensation of Rs.6,000/- till the actual vacation of the premises. The said amount shall be inclusive of everything and paid in advance on or before the 10th day of each month, directly into the respondents' account as may be directed.

9. Mr. Patil, learned counsel for the applicant, submits that the monthly payment of Rs.6,000/- is inclusive of all dues, and if paid regularly and timely, the total monetary claim of the respondents against the applicant would be on Rs.72,000/- only.

10. Mr. Bora, learned counsel for the respondents agrees to the above statement but clarifies that the amount of Rs.72,000/- would be acceptable only in the event of regular and timely payments without any default.

11. In view of the above, the civil revision application is permitted to be withdrawn.

12. Accordingly, the civil revision application is dismissed as withdrawn.

13. The applicant shall vacate the suit premises on or before 31st October 2026. The applicant shall pay Rs.6,000/- per month, inclusive of everything, to the respondents till such date and shall make such monthly payments in advance on or before the 10th day of each month, directly into the respondents' bank account.

[AJIT B. KADETHANKAR, J.]