



Suzana

IN THE HIGH COURT OF BOMBAY AT GOA

CIVIL APPLICATION NO.62 OF 2025

WITH

FIRST APPEAL NO.1371 OF 2025 (F)

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SANDHYA SUNIL KHARDE AND ANOTHER ... APPLICANTS

Versus

SARITA S KHARDE ALIAS RAJANIM

BANAULICAR

... RESPONDENTS

WITH

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BANAULICAR AND OTHERS

... RESPONDENTS

Mr F. E. Noronha and Mr Rahul Kamat, Advocates for the Applicants.

Mr Sahish Mahambrey, Advocate for the Respondents (through V.C.).

CORAM:- VALMIKI MENEZES, J.

DATED :- 24th November, 2025

ORAL ORDER:

1. Registry to waive objections and register the matter.
2. The Decree dated 16.04.2025 passed by the Ad-hoc Civil Judge Senior Division, 'B', Court, Mercas-Goa, in Special Civil Suit No.34/2014/B impugned in the present matter, is one for the eviction

of the Appellants/original Plaintiffs and a direction to vacate the suit premises, which are a shop described in paragraph 1(c) and an apartment described in paragraph 1(b) of the plaint.

3. Learned Advocate for the Respondents submits that if a stay is granted on the operation of the impugned Decree, the Appellants would be required to secure the Respondents/decreed holders during the pendency of this Appeal. He further submits that the present rates charging rent in the vicinity of the suit shop, which is in the same building where the suit shop is situated, is Rs.18,000/- for an area of 19.85sq.metres, while for an apartment in the same building, the rent claimed is Rs.14,500/-. He relies upon the Lease and License Agreement dated 04.03.2024 and 28.11.2024 in respect of a shop and apartment in the same building annexed to his reply.

4. On going through the plaint, it is seen that though the suit has been decreed for eviction of the Defendant, the Plaintiffs, i.e. Respondents herein, have shown mesne profits of Rs.263/- per day from 16.09.2008, in respect of the apartment and Rs.395/- per day from 11.04.2009 for the occupation of the shop. The interest @ 9% per annum is also claimed on the mesne profits from the date of the order to the date of actual payment.

5. The trial Court, whilst passing the Decree, held that the Plaintiffs are entitled to press for mesne profits on filing an application. The

relief of mesne profit has also been sought in the plaint, at clause (c) and all that the Plaintiffs now require is to file an application to press for an inquiry on the basis of relief clause (c) of the plaint. The Plaintiffs may file such an application before the trial Court, which shall then proceed to institute an inquiry and take evidence on the mesne profits and decide the question of mesne profit, preferably within a period of six months from today.

6. Considering that the issue of mesne profits would now have to be decided by the trial Court, the only question that remains is the manner in which the eviction decree would be secured, in the event that the same is stayed by this Court.

7. In my opinion, considering that the eviction decree of the two premises in the city of Panaji, in order to secure the execution of the decree of eviction, the impugned judgment and decree dated 16.04.2025 shall stand stayed during the pendency of this Appeal and until its disposal, on the Applicant No.1(original Appellant No.1) giving an undertaking to this Court, on behalf of herself and on behalf of her minor daughter that she would vacate both the suit premises in the event the Appeal is dismissed; the Appellant No.1 shall execute, in a similar manner, a bond in the amount of Rupees One Lakh only, to secure the eviction order, that shall state that in the event the Appellant fails to evict the suit premises, the bond would be realised in the usual manner.

The undertaking and bond to be executed within two weeks from today. If the bond and undertaking is executed, there shall be an interim relief granted to the Appellants/Applicants of stay of the operation of the impugned decree passed on 16.04.2025 until the disposal of the First Appeal.

8. The Civil Application No.62 stands disposed of in the above terms.

9. Mr. Sahish Mahambrey, learned Counsel waives service on behalf of Respondents in the First Appeal No.1371 of 2025 (Filing).

VALMIKI MENEZES, J.