

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.1735 OF 2025

Sangam Trading Company & Ors.	...Petitioners
<i>Versus</i>	
Faruk Abdul Rahim Patel & Ors.	...Respondents

Mr. Pramod Pawar, for the Petitioners.

CORAM: MADHAV J. JAMDAR, J.
DATED : 5th FEBRUARY 2025

P. C.:

1. Heard Mr. Pramod Pawar, learned Counsel appearing for the Petitioners.

2. By the present Writ Petition filed under Article 227 of the Constitution of India, the challenge is to the legality and validity of the order dated 30th November 2023 passed by the learned District Judge-2, Karad below Exhibit-7 in Regular Civil Appeal No.71 of 2018. By the impugned order compensation of Rs.18,000/- per month is fixed as a condition of stay of the eviction decree.

3. It is the main submission of Mr. Pawar, learned Counsel appearing for the Petitioners that the Respondents i.e. original

Plaintiffs have filed Application bearing Exhibit-18 in said Regular Civil Appeal No.71 of 2018 seeking that an amount of Rs.1,500/- be directed to be paid. He submitted that the said Application has been withdrawn and therefore, learned Court should not have granted the compensation in excess of Rs.1,500/- per month.

4. Perusal of the record shows that the suit premises are consisting of about 505.63 sq.mtrs i.e. more than 5000 sq.ft. The suit premises were used for petrol pump. The learned Trial Court has decreed the suit by the Judgment and Decree dated 13th April 2018 passed in Regular Civil Suit No.37 of 2012. Regular Civil Appeal No.71 of 2018 is filed by the present Petitioners i.e. tenants challenging the said Judgment and Decree and Application bearing Exhibit-7 has been filed in the said Appeal seeking stay to the execution of the decree. By the order dated 17th August 2019, learned District Judge-2, Karad granted stay and thereafter by the further order dated 30th November 2023 passed below Exhibit-7 in Regular Civil Appeal No.71 of 2018, confirmed the said stay subject to deposit of compensation of Rs.18,000/- per month in the Court from the date of filing of the Appeal till the disposal of the Appeal. Considering that the suit premises are more than 5000

sq.ft., no interference under Article 227 of the Constitution of India is warranted in the impugned order.

5. Accordingly, the Writ Petition is dismissed, however, with no order as to costs.

6. Mr. Pawar, learned Counsel appearing for the Petitioners seeks time to deposit the amount of compensation as directed to be paid by the learned Appellate Court. Accordingly, time to deposit arrears is granted till 31st May 2025. However, the monthly compensation shall be deposited w.e.f. 1st February 2025 on or before 10th day of each month starting from 10th February 2025.

7. At this stage, Mr. Pawar, learned Counsel appearing for the Petitioners states that by the order dated 3rd February 2025, the stay granted by the order dated 30th November 2023 passed below Exhibit-7 in Regular Civil Appeal No.71 of 2018 has been vacated by the learned District Judge. However, as I have granted time to the Petitioners to deposit the arrears till 31st May 2025, the said order dated 3rd February 2025 shall not be executed till 31st May 2025.

8. However, if the Petitioners fail to pay entire amount of arrears on or before 31st May 2025 and fail to pay monthly compensation w.e.f. 1st February 2025 on or before 10th day of each month, then decree of eviction shall be executed immediately.

9. In case, the Respondents are aggrieved by this order, liberty is granted to the Respondents to file Interim Application seeking appropriate reliefs in this Writ Petition.

[MADHAV J. JAMDAR, J.]

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