

M/s Express Global Logistics Pvt. ... Respondents
Ltd. And Ors.

Mr. Varun Nathani with Ranjit Shetty and Avina Karnad i/by Argus Partners, for the respondent nos. 1 and 2.

DATE : 28th JULY 2025

3. By an order dated 6th April 2024 on an application for striking out the defence of the defendant/petitioners herein, for non-compliance of the order to deposit the rent and permitted increases, the learned Judge, Court of Small Causes directed the defendant no. 2 to pay the arrears of rent to the tune of Rs. 6,33,587.04/- for the commencing period from 1st April 2013 to 28th February 2022, along

with 15% interest thereon, within a month from the date of the said order, without prejudice to the rights and contentions of both the parties.

4. Defendants/petitioners carried the matter in revision before the Appellate Bench.

5. By the impugned order, the Appellate Bench declined to entertain the revision, as the Trial Court had passed the order without prejudice to the rights and contentions of the parties, and no substantive rights of the parties were adjudicated by the Trial Court so as to furnish a justifiable ground to entertain the revision.

6. Learned counsel for the petitioner submitted that the Appellate Bench has not decided the questions that arose for determination, and the revision application came to be dismissed on the sole ground that the order impugned before the Appellate Bench was passed without prejudice to the rights and contentions of the parties.

7. In contrast, the learned counsel for the respondent-plaintiff, on instructions, submits that since the suit has been instituted in the year 2003, the petitioners/defendants may be directed to pay the amount of rent along with interest @ 15% p.a thereon which, according to defendants they are in arrears, and the balance amount be ordered to be deposited in the Court subject to the final adjudication of the suit.

8. The learned counsel for the petitioners submits that, he is not averse to the aforesaid proposition.

9. Since the suit is instituted, in the year 2003 and there is no

dispute about the quantum of rent as it seems to have been determined by earlier order passed by the Court, it may be expedient to direct the petitioner to pay the amount of Rs. 3,22,429.33/- (which the petitioners-defendants admit to be due) along with interest @ 15% p.a within a period of three weeks and the balance amount of Rs. 3,11,157.71/- be deposited in the Court, which shall abide the orders that may be passed at the final adjudication of the suit.

10. The defendant shall also pay the base rent, which was decided by the Court by order dated 24th April 2007, from 1st March 2022 till August 2025, within a period of six weeks and continue to pay the rent at the said rate as and when it falls due, till the final adjudication of the suit.

11. The petition stands disposed

(N.J. JAMADAR, J)