

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.10954 OF 2025

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Sterling Hospitality & Ors.

...Petitioners

Versus

Eskay Hospitality Services (India) Private
Limited

...Respondent

Mr. Tejas Sanghrajka a/w. Ms. Dhvani Vora and Ms. Parthvi Mehta,
for the Petitioners.

Mr. Chetan Yadav a/w. Mr. Pankaj Waghela and Ms. Sneha
Ramnathan, for the Respondent.

CORAM: MADHAV J. JAMDAR, J.

DATED : 13th OCTOBER 2025

PC:-

1. Heard Mr. Sanghrajka, learned Counsel appearing for the
Petitioners and Mr. Yadav, learned Counsel appearing for the
Respondent.

2. By the present Writ Petition filed under Article 227 of the
Constitution of India, the Petitioners are challenging the legality
and validity of the order dated 14th August 2024 passed by the
learned Judge, Small Causes Court, Mumbai below Exhibit-10 in
L.E. Suit No.25 of 2024 as well as to the order dated 25th April

2025 passed by the learned Division Bench of the Small Causes Court in Revision No.22 of 2025. By the impugned order dated 14th August 2024 passed by the learned Judge, Small Causes Court, Mumbai, the Petitioner has been directed to deposit in the Court arrears of license fee of Rs. 15,00,000/- per month since 1st May 2023 onwards. The said order is confirmed by the learned Division Bench of the Small Causes Court, Mumbai.

3. On the earlier date, Mr. Thorat, learned Senior Counsel appearing for the Petitioners made a statement that the Petitioners are ready and willing to handover the possession of the suit premises to the Respondent. Accordingly, today in the Court, keys of the suit premises have been handed over to the Respondent.

4. Mr. Thorat, learned Senior Counsel on the earlier date submitted that in the suit premises business of hospitality services was conducted and the Excise Department has sealed a room where liquor is stored. The said room admeasures about 100 sq.ft. and area of suit premises is about 10,000 sq.ft. Thus in view of said position, Mr. Tejas Sanghrajka, learned Counsel submitted that the Petitioners have handed over the possession of the entire suit

premises admeasuring about 10,000 sq.ft. including the said area of 100 sq.ft., however, the same is sealed by the Excise Department.

5. Mr. Sanghrajka, learned Counsel appearing for the Petitioners points out Page – 265 of the Writ Petition, wherein Roznama maintained by the learned Revisional Court dated 19th April 2025 is annexed which shows that certain documents have been produced by the Petitioners bearing Exhibit-18/D i.e. List of Documents and Exhibit-19/D i.e. Compilation of Documents. He submits that the said documents are not considered by the learned Division Bench of the Small Causes Court while deciding the said Revision. He submits that the said documents show that an amount of Rs.1,32,00,000/- has been paid by the present Petitioners from time to time. He fairly submits that the said documents were not pointed out to the learned Trial Court. He submits that the said documents are very relevant and should have been considered by the learned Division Bench of the Small Causes Court while deciding the said Revision. He submits that in any case, the learned Division Bench of the Small Causes Court has not given any reasons for non consideration of the said documents.

6. Mr. Sanghrajka, learned Counsel appearing for the Petitioners also points out additional affidavit dated 30th September 2025 of Mr. Pranay Goyal, Director of the Petitioners and more particularly, paragraph No.8 of the same, wherein particulars of the said amount of Rs.1,32,00,000/- have been mentioned.

7. Mr. Chetan Yadav, learned Counsel appearing for the Respondent disputes that such payment has been made.

8. In any case, all these documents have been produced before the learned Division Bench of the Small Causes Court, Mumbai. Perusal of the order passed by the learned Division Bench of the Small Causes Court, Mumbai in Revision No.22 of 2025 shows that these documents are not considered. Even learned Counsel appearing for the Respondent fails to point out that these documents have been taken into consideration by the learned Division Bench of the Small Causes Court, Mumbai.

9. In view of this position, Mr. Yadav, learned Counsel appearing for the Respondent, on instructions of the Respondent,

states that by consent, the impugned order dated 25th April 2025 passed by the learned Division Bench of the Small Causes Court, Mumbai be quashed and set aside and the matter be remanded to the Division Bench of the Small Causes Court, Mumbai. He only requests that the Division Bench of the Small Causes Court, Mumbai be directed to decide the said Revision expeditiously. He further states that an amount of Rs.50,00,000/- which has been deposited in this Court be allowed to be withdrawn by the Respondent.

10. Accordingly, by consent of the parties, the following order is passed:

ORDER

- (a)** The impugned order dated 25th April 2025 passed by the learned Division Bench of the Small Causes Court, Mumbai in Revision No.22 of 2025 is quashed and set aside and the said Revision is restored to the file of learned Division Bench of the Small Causes Court, Mumbai.

- (b) In the facts and circumstances, the learned Division Bench of the Small Causes Court, Mumbai is requested to decide the said Revision No. 22 of 2025 expeditiously on or before 31st January 2026.
- (c) It is made clear that the learned Division Bench of the Small Causes Court, Mumbai shall decide the said Revision on the basis of the material already on record.
- (d) The Petitioners have deposited an amount of Rs.50,00,000/- (Rupees Fifty lakhs only) before the learned Trial Court pursuant to the order dated 6th May 2025 passed by this Court. The Respondent is permitted to withdraw the said amount of Rs.50,00,000/-.

11. It is made clear that this Court has not considered the merits and all contentions on merits to be raised in the said Revision are expressly kept open.

12. Accordingly, the Writ Petition is disposed of in above terms with no order as to costs.

[MADHAV J. JAMDAR, J.]