

Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.9914 OF 2025
IN
CONTEMPT PETITION NO.411 OF 2021

Sujata Loku Pujari *alias* Sujata Sadanand Bangera ...Applicant
Versus
M/s. P. K. Deole and Associates ...Respondents
Through its Proprietor/Owner Prakash Devale & Ors.

WITH
INTERIM APPLICATION NO.8418 OF 2024
IN
CONTEMPT PETITION NO.411 OF 2021

Sujata Loku Pujari *alias* Sujata Sadanand Bangera ...Applicant
Versus
M/s. P. K. Deole and Associates ...Respondents
A Proprietary Firm,
Through its Proprietor/Owner Prakash Devale & Ors.

Mr. R. S. Kohli a/w Nikita K. Dharamshi & Adv. Sejal h/f C. K. Legal, for
the Applicant in IA/9914/2025.

Mr. Sachin S. Punde a/w Suraj B. Jadhav, for Respondent No.2B.

CORAM: MADHAV J. JAMDAR, J.
DATED: 20 AUGUST 2025

P.C.:

1. Both the learned Counsel state that the major part of the Order has been complied with and only the transfer deed remains to be executed.

2. Apart from that, Mr. Kohli, learned Counsel appearing for the Applicant, states that commercial water and electricity connections are required to be installed in the suit property, as the premises will be used for conducting a hotel. Mr. Punde, learned Counsel appearing for Respondent No.2B, states that Respondent No.2B will give the necessary 'No Objection' for getting the said commercial water and electricity connections.

3. Mr. Punde, learned Counsel states that rent till 31st August 2025 has already been paid to the Applicant, possession of the concerned premises was given on 9th January 2024 to the Applicant and the Occupation Certificate was obtained on 15th April 2025. He states that as the No Objection of the Petitioner was required and the same was delayed, the issuance of the Occupation Certificate was delayed. However, he states that the Respondent No.2B is not seeking any refund of the rent which has been paid till 31st August 2025.

4. Mr. Punde, learned Counsel for Respondent No.2B further states that as the physical possession of the suit premises has been given and as also Occupation Certificate has been obtained, the Respondent No.2B be relieved from payment of rent. Accordingly, the said submission is accepted. The Respondent No.2B shall not pay the rent beyond 31st August 2025.

5. Both the learned Counsel state that parties can resolve the

dispute and seeks time to file the Consent Terms. Accordingly, stand over to **3rd September 2025**. To be shown under the caption “For Filing Consent Terms”.

[MADHAV J. JAMDAR, J.]