IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.1076 OF 2026

Origami Hospitality Private Limited **...Petitioner**

V/s.

RB Wedding and Hotels Private Limited **...Respondent**

Mr. Atul Damle, *Senior Advocate with Mr. Pankaj Das i/b. Ms. Pravada Raut for the Petitioner.*

Mr. Kunal Mehta *with Mr. Gautam Sahni and Mr. Aviral Jain i/b. M/s. Vesta Legal for the Respondent.*

CORAM: SANDEEP V. MARNE, J.

DATED: 11 MARCH 2026.

P.C.:

1) Challenge in the present Petition is to the order dated 21 July 2025 passed by the Appellate Bench of the Small Causes Court passed in Revision Application No.54 of 2025 by which the Appellate Bench has set aside order dated 28 April 2025 passed by the learned Judge of the Small Causes Court and has directed the Petitioner to pay interim compensation of Rs.10,00,000/- per month alongwith GST from July 2021 for initial 30 months and Rs.13,00,000/- per month alongwith GST from 31st month till the final disposal of the Suit.

2) I have heard Mr. Damle, the learned Senior Advocate appearing for the Petitioner and Mr. Mehta, the learned counsel appearing for the Respondent.

3) The license in respect of the premises was granted vide Agreement dated 1 February 2021. The Petitioner was to open, operate and run a restaurant from the licensed premises. The peculiarity of the arrangement between the parties was such that license fees became payable only upon commencement of business in the premises.

4) Mr. Damle submits that the Petitioner was to amalgamate adjoining premises for running of the restaurant and that amalgamation actually took place. However, amalgamated premises got attached by a bank for recovery of outstanding loan amount, on account of which no business has actually taken place from the licensed premises. He therefore submits that the Petitioner does not have any liability to pay license fees to the Respondent.

5) In my view, the issue of amalgamation of adjoining premises is totally irrelevant for deciding the issue involved in the Petition. The License does not contemplate any such amalgamation. The License Agreement provides for payment of license fees upon commencement of business. The Appellate Court has conducted *prima facie* enquiry into date of commencement of business. It has taken into consideration various posts put by Petitioner on social media to the effect that the restaurant commenced on 18 July 2021. Accordingly, the Appellate Bench has directed the Petitioner to pay license fees from the month of July,

2021. I do not find any element of perversity in the said findings recorded by the Appellate Bench.

6) Mr. Damle submits that the licensed premises were attached by the Municipal Corporation for non-payment of property tax in February-2025 and that the attachment was lifted only in April 2025. Mr. Mehta fairly submits that premises were under attachment during February to April, 2025 and the Petitioner can at the moment be relieved of obligation to make payment of license fee for the months of February, March and April, 2025.

7) Mr. Mehta also admits that Rs.1,95,00,000/- towards license fees has already been paid by the Petitioner. He further admits receipt of security deposit of Rs.70,00,000/- from the Petitioner.

8) In my view, though the findings recorded by the Appellate Bench about Petitioner's liability to pay license fees from July 2021 onwards cannot be found fault with, some credits are required to be given to the Petitioner. The Petitioner was apparently running a business in the licensed premises and has vacated the same in September 2025. The premises remained under attachment of the Municipal Corporation for three months during February to April 2025. Once the restaurant stops running business for three months during February to April 2025 it is difficult to comprehend at this stage that the Petitioner may have been able to restart the business immediately from May-2025. It has vacated the premises in September-2025. Considering these unique factors, in my view as of now interim arrangement needs to be made under Order XV-A

of the Code of Civil Procedure, 1908 for deposit of license fee only upto the month of January 2025. Similarly, credit needs to be given to the Petitioner in respect of amount of Rs.1,95,00,000/- and security deposit of Rs.70,00,000/- already paid.

9) So far as the liability to pay GST is concerned, the same is contractual in nature. Petitioner cannot avoid to deposit the amount of GST on the ground that GST registration of the Respondent was suspended.

10) I accordingly, proceed to pass the following order:-

(i) Order dated 21 July 2025 passed by the Appellate Bench of the Small Causes Court is modified to the extent that the Petitioner shall deposit before the Small Causes Court license fees @ Rs.10,00,000/- per month from July 2021 for first 30 months and Rs.13,00,000/- per month alongwith GST in respect of 31st month onwards upto January 2025.

(ii) Petitioner shall be entitled to credit of Rs.1,95,00,000/- and Rs.70,00,000/- while making the deposit.

(iii) The deposit shall be made by the Petitioner within a period of six weeks.

(iv) Once the deposit is made, the Respondent would be at liberty to apply to the Small Causes Court by withdrawal of the amount.

11) All rights and contentions of the parties are expressly kept open to be decided by the Small Causes Court.

12) It is clarified that observations made in the order are *prima facie* in nature and are made only for the purpose of deciding Petitioner's liability to deposit interim license fees. The Trial Court shall not be influenced by the said observations while deciding the Suit.

13) With the above directions, the Petition is **disposed of.**

[SANDEEP V. MARNE, J.]