

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 15949 OF 2025**

Mahesh Shantilal Dharod & Ors.

... Petitioners

V/s.

Nittany Trading Private Limited
through Director Vinay P. Gupta

...Respondent

Mr. Ankit Lohia *with Ms. Keerthi Kamath and Mr. Swarnangshu Shekhar
i/b. MZM Legal LLP, for the Petitioners.*

Mr. Jaydeep Deo, *for the Respondent.*

CORAM: SANDEEP V. MARNE, J.

DATED: 27 April 2026.

P.C.:

1) The petition challenges order dated 4 October 2025 passed by the Appellate Bench of the Small Causes Court dismissing Revision Application No.67 of 2024 and confirming order dated 24 February 2022 passed by the Trial Court. By that order, the Trial Court has directed the Petitioners to deposit arrears of license fees of Rs.12,00,000/- per month + GST w.e.f. April 2020 till pendency of the Suit.

2) There is no dispute to the position that the license fees payable in respect of the suit premises was Rs.12,00,000/- per month upto

March 2022. From April, 2022 there was 15% escalation in the license fees making the same to Rs.13,80,000/-. However, the Trial Court has directed deposit of license fees at base rate of Rs.12,00,000/- during pendency of the Suit.

3) On behalf of the Petitioners, two disputes are sought to be created. Firstly, it is sought to be contended that Petitioners must get some concession in respect of Covid-19 period in the matter of license fees. Secondly, it is contended that the premises are actually vacated on 15 September 2023 and that therefore the liability must be frozen as on 15 September 2023. I am unable to accept both the contentions sought to be raised on behalf of the Petitioners. Petitioners run an elite international School from the suit premises. There is nothing on record to infer that payment of school fees was suspended during Covid-19 pandemic period. As a matter of fact, since April 2022, Petitioners could have been made liable to deposit license fees @ Rs.13,80,000/- per month. However, the Trial Court has directed deposit of license fees @ Rs.12,00,000/-. Thus, the Trial Court has already shown some leniency in favour of the Petitioners.

4) So far as dispute relating to date of vacation of premises is concerned, it is seen that Petitioners have executed possession receipt dated 29 March 2024. The possession receipt is signed by all the four Petitioners. A photocopy of letter dated 15 September 2023 is sought to be relied on by which mere willingness was shown to handover possession of the licensed premises to the Plaintiff. Letter dated 15 September 2023 does not indicate, in any manner, that possession of the premises was handed over on 15 September 2023. On the other hand, the possession receipt dated 29 March 2024 signed and executed by four different individuals of Petitioners leave no manner of doubt that

possession of the premises is actually handed over upon execution of possession receipt dated 29 March 2024.

5) Considering the above position, I find no reason to interfere in the impugned orders. The Writ Petition is **dismissed**.

6) It appears that the defence of the Petitioners/Defendants is already struck off. However, in the event, the Petitioners deposit the entire arrears of license fees @ Rs.12,00,000/- per month + GST from April 2020 till March 2024 within a period of 4 weeks from today, the defence of the Petitioners/Defendants shall be restored. While making deposit, Petitioners shall be entitled to credit of amount of Rs.2.5 crores in the Registry of this Court. Respondents would be at liberty to withdraw the amount deposited in this Court with accrued interest.

7) It is clarified that the observations made in the order are prima-facie and the Trial Court shall not be influenced by the same while deciding the Suit finally. The Trial Court shall proceed to accord due priority for expeditious disposal of the Suit.

[SANDEEP V. MARNE, J.]

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