



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 16267 OF 2025**

Pvr Inox Limited

...Petitioner

V/s.

Enrich Spaces LLP and Anr.

...Respondents

Mr. Girish Godbole, *Senior Advocate with Mr. Pranav Sampat, Mr. Yash Kataria and Ms. Sakshi Kapadia i/b Khaitan and Co., for Petitioner.*

Mr. Vineet Naik, *Senior Advocate with Mr. Sukand Kulkarni for the Respondent.*

CORAM: SANDEEP V. MARNE, J.

DATED: 22 APRIL 2026.

P.C.:

1) The Petition challenges order dated 7 October 2025 passed by District Judge 23, Pune allowing Miscellaneous Civil Appeal No. 246 of 2025 and setting aside order dated 21 July 2025 passed by Small Causes Court on Application at Exh-154 filed in Civil Suit No. 68 of 2022. The Application at Exh-154 was filed by the Respondent licensor under the provisions of Order XV-A of the Code of Civil Procedure, 1908 (**the Code**) for deposit of arrears of rent during pendency of the suit. Application was rejected by the Trial Court by order dated 21 July 2025. The Appellate Court has allowed the Appeal by directing the Petitioner to deposit monthly rent in accordance with clause 6 of the Lease Deed from August 2023 during pendency of the suit.

2) I have heard Mr. Godbole, the learned Senior Advocate appearing for the Petitioner and Mr. Naik, the learned Senior Advocate appearing for Respondent. I have gone through the findings recorded by the Trial and Appellate Courts in the respective orders and have also perused the records filed alongwith the Petition.

3) The Petitioner and Respondents have entered into Agreement for Lease in respect of the suit property on 23 August 2016, under which lease in respect of Cinema Hall is granted in favour of the Petitioner for a period of 19 years and 6 months. It appears that dispute arose between the parties in respect of payment of lease rent during Covid-19 period and accordingly Petitioner has filed Civil Suit No. 68 of 2022 for declaration and injunction in the suit. The Petitioner/Plaintiff has sought a declaration that it is not liable to pay lease rental and other charges under the Lease Deed for a period of 5 April 2021 to 21 October 2021. It has also sought various injunctive reliefs against the Respondent/ Defendant. The parties filed joint pursis in the suit on 2 May 2022, under which the Plaintiffs agreed to pay the amount of Rs. 1,50,00,000/- to the Defendant and the Defendant permitted Plaintiff to run and operate the business activities in the leased premises. Plaintiff also agreed to pay to the Defendant monthly amount of rent from 1 May 2022 as per the Lease Deed. However, it appears that the Petitioner has stopped paying lease rental in respect of the suit premises. Accordingly, Defendant filed Application at Exh-154 under Order XV-A of the Code seeking direction against Plaintiff for deposit of amount of Rs. 5,75,46,368.50/- towards arrears with further direction to pay an amount of Rs.52,32,203.00/- per month as per Lease Deed. It appears that the

amount of Rs. 52,32,203/- represents double the amount of lease rental. By order dated 21 July 2025 the Trial Court rejected the Application at Exh-154 holding that the amount was disputed on account of involvement of several disputed facts relating to termination of Leave and License. The Appellate Court has reversed the decision of the Trial Court and has directed Plaintiff to deposit monthly rent in accordance with the Lease Deed without any penal charges/damages from August 2023.

4) Thus, the direction of the Appellate Court only envisages deposit of monthly rental in respect of suit property in accordance with the Lease Deed during pendency of the suit. There appears to be certain disputes between the parties about liability to pay lease rentals. Plaintiff has alleged interruption in business activities due to acts of the Defendant and has taken a position that it is not liable to pay the lease rental in respect of the period when the business activities are interrupted. On the other hand Defendant had denied cause of any interruption to the business activities of the Plaintiff.

5) These disputed facts can be decided at the end of the trial of the suit. In case Plaintiff succeeds in proving before the Trial Court that Defendant caused any interruption in the business activities, it can pray before the Trial Court for a declaration of absence of liability for payment of lease rent, during that period. If such relief is granted in favour of the Plaintiff, part of the deposited amount can be permitted to be withdrawn by the Plaintiff. As of now the Appellate Court has not directed the deposited amount to be withdrawn by the Defendant. The

amount deposited by the Plaintiff would continue to remain deposited with the Trial Court during pendency of the suit. In that view of the matter, I am not inclined to interfere in the impugned order passed by the learned District Judge. Petitioner cannot continue to occupy the suit property without depositing the lease rent agreed under the Lease Deed. In my view therefore, the Appellate Court has rightly directed Petitioner/Plaintiff to deposit at least the lease rent agreed under the Lease Deed (without any penal charges/damages) that too from August 2023.

6) Writ Petition is devoid of merits and it is accordingly **dismissed.**

[SANDEEP V. MARNE, J.]