

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO.98 OF 2012**

Smt. Mathura Krishna Rao (deleted)
Wd/o. Deceased Tenant
Krishna Kamlaji Rao through
1. Ashok Krishna Rao & Ors.Applicants
Versus
Abdulla Majid Saheb Jendi (since deceased)
through Smt. Fatima Abdullah Jendi & ors. ...Respondents

Mr. Mohan N. Dhamal, advocate for the applicants.
Mr. Deepak S. Salunkhe, advocate for respondent Nos. 1 to 9.

CORAM : RANJIT MORE, J.

DATED : 2nd July, 2012.

P.C.:

By Order dated 1st March, 2012, Rule was granted in the aforesaid civil revision application. Rule on interim relief was granted and made returnable after twelve weeks. In the meanwhile, ad-interim relief in terms of prayer clause (c) was also granted. Today, the revision is placed before this Court for confirmation of the interim relief.

2. The eviction decree is passed against the applicants on the ground of bonafide and reasonable requirement. The suit premises is one room admeasuring 10 x 10 ft. and situated at Kurla. According to the respondents, the valuation of the suit premises is approximately

Rs.7,00,000/-. Learned counsel for the applicants, however, states that the applicants are working as sweepers in BMC and they claim ownership through tenants' association to the suit room. In the above facts and circumstances, in my opinion, the interest of justice would be sub-served, if the applicants are directed to deposit an amount of Rs.500/- p.m. towards compensation w.e.f. from the impugned judgment and decree i.e. 3rd November, 2011. Order accordingly.

The interim relief is confirmed subject to the the applicants depositing compensation @ Rs.500/- in this Court before 10th of every month. The arrears shall be deposited in this Court within six weeks from today. The Registry is directed to invest the aforesaid amount in any nationalized bank, initially for a period of one year.

3. At this stage, Mr. Dhumal, learned counsel for the applicants, states that the applicants be permitted to carry out tenantable repairs. Learned counsel for the respondents states that the applicants are always at liberty to carry out tenantable repairs. In view of the statement made by learned counsel for the respondents, the applicants are permitted to carry out tenantable repairs to the suit premises.

(RANJIT MORE, J.)

