

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Writ Petition No. 11106/2024

M/s Satnam Motocorp Pvt. Ltd. & Anr. -----Petitioners

Versus

Shri Kinshuk Sharma S/o Shri Shiv Sharan Sharma
-----Respondent

Connected With

S.B. Civil Writ Petition No. 16986/2024

M/s. Satnam Motocorp Pvt. Ltd. & Anr. -----Petitioners

Versus

Shri Kinshuk Sharma S/o Shri Shiv Sharan Sharma
-----Respondent

For Petitioner(s)	:	Mr. Suresh Kumar Sahni Mr. Ram Mohan Sharma
For Respondent(s)	:	Mr. Kinshuk Sharma (in person)

HON'BLE MR. JUSTICE MANEESH SHARMA

Order

16/10/2025

In S.B. Civil Writ Petition No. 11106/2024:-

1. Matter has come up on an application (IA No.1/2024) filed by the respondent-landlord for vacation of stay order dated 26.09.2024, as well as application (IA No.4/2025) filed by the petitioner-tenant for extension of the interim stay order dated 26.09.2024, passed by a Co-ordinate Bench of this Court in S.B. Civil Writ Petition No.11106/2024.
2. The interim stay order dated 26.09.2024, passed by a Co-ordinate Bench of this Court, is reproduced as under:-

" List the matter on 21.10.2024 for final disposal at this stage as requested by learned counsels for the respective parties.

Learned counsel for the respondent undertakes not to proceed with the execution of the order dated 31.07.2019 till then."

3. The applicant in application (IA No.1/2024) submits that

despite the main order dated 31.07.2019 passed by the learned Rent Tribunal which was duly confirmed by a Co-ordinate Bench of this Court in S.B. Civil Writ Petition No.14772/2019 dated 16.09.2019, he is not able to get the rent amounting to Rs.1,29,98,900.25/- due to the interim stay order dated 26.09.2024. He further submits that he is not willing to extend his undertaking; thus, he prays for vacation of the interim stay order dated 26.09.2024.

4. Learned counsel for the applicant in the application (IA No.4/2025) submits that since the undertaking has already been given, the same should not be allowed to be withdrawn. He further submits that the interim stay order may be permitted to be extended till the final disposal of the present writ petition.

5. Brief facts giving rise to the present petition are that the learned Rent Tribunal, Jaipur vide order dated 31.07.2019 passed under the provisions of Section 19A of the Rajasthan Control Act, 2001 directed the petitioner-tenant to pay the monthly rent @ Rs.4,81,440/-. Further, the said order was confirmed by a Co-ordinate Bench of this Court vide order dated 16.09.2019 in SBCWP No. 14772/2019. Accordingly, the direction to pay the aforesaid rent has attained finality.

6. That when the order dated 31.07.2019, qua rent from February 2021 to April 2023, was put for execution, the petitioner-tenant objected to the hearing on the ground that the execution cannot proceed unless the respondent-landlord pays the Court fee amounting to Rs.4,25,619/-, since the respondent-landlord has only paid the Court fee of Rs.10/-.

7. Learned counsel for the petitioner-tenant submits that the learned Rent Tribunal erred in issuing a recovery warrant and attachment order vide impugned order dated 03.07.2024 without considering the fact that the requisite Court fee has not been paid by the respondent-landlord.

8. Per contra, the respondent-landlord, who is present in person, submits that since the execution relates to an interim order passed by the learned Rent Tribunal, which has been duly confirmed by a Co-ordinate Bench of this Court. He further submits that he has already paid court fees as per Section 41 of the Rajasthan Court Fees and Suits Valuation Act, 1961; therefore, there is no necessity to pay any additional Court fees now. He further contends that the petitioner-tenant is withholding the legitimate arrears of rent while raising the plea of Court fee, which is not open to challenge at the behest of a private party i.e. the petitioner-tenant.

9. Learned counsel for the petitioner-tenant, during the course of hearing, has informed to this Court that vide order dated 23.08.2024, the learned Rent Tribunal has revised/amended the recovery warrant from Rs.1,29,98,900.25/- to Rs.1,17,23,081.25/-.

10. Heard and considered the submissions made at bar and perused the material available on record.

11. Since the main issue in the present writ petition is qua non-payment of Court fee in relation to the execution filed in pursuance of the interim order passed under Section 19A of the Rajasthan Rent Control Act, 2001, by the learned Rent Tribunal;

and, as per the amended recovery warrant, the petitioner-tenant is required to pay the outstanding amount of Rs.1,17,23,081.25/- [i.e. Rs.1,29,98,900.25 - Rs.12,75,819 (TDS)] and the only plea raised in this writ petition, which requires adjudication, is with respect to the non-payment of Court fee in execution proceedings.

12. It would be a bit harsh for the respondent-landlord if interim stay order is allowed to be extended, resultantly depriving the respondent-landlord from the rental dues. Therefore, while keeping the issue of Court fee pending, and looking to the fact that the respondent-landlord is put in such a position where he cannot get his rightful arrears of rent. Thus, in order to strike a balance between the parties, the petitioner-tenant is directed to pay outstanding rent in furtherance of the order dated 03.07.2024, as well as amended recovery warrant issued in terms of order dated 23.08.2024, amounting to Rs.1,12,97,462/- in the bank account of the respondent-landlord i.e. Name-Kinshuk Sharma, Account No. 18320100007600, IFSC Code-FDRL0001832, Federal Bank, Malviya Nagar, within a period of three weeks from today.

13. Further, in order to safeguard the petitioner's contentions as well as the interest of the State, the petitioner-tenant is further directed to deposit the remaining amount of Rs.4,25,619/- (which is equivalent to the alleged court fees amount), by way of a demand draft with the Registrar (Judicial) within a period of three weeks. The Registrar (Judicial) is directed to invest the said amount in FDR in any nationalized bank till the disposal of the present writ petition.

14. Further, it is made clear that in case the writ petition is allowed, the amount so deposited with the Registrar (Judicial) can be adjusted towards the alleged Court fee if found payable, subject to the right of the respondent-landlord to challenge the same, and in case the writ petition fails, the amount along with interest thereon, would be returned to the respondent-landlord.

15. It is also made clear that, in case the alleged court fee so found payable is less than the aforesaid amount i.e. Rs.4,25,619/- (along with interest), then the excess amount, if any, shall be refunded to the respondent-landlord.

16. If the aforesaid amount of Rs.1,12,97,462/- is deposited in the bank account of the respondent-landlord, and Rs.4,25,619/- is deposited with the Registrar (Judicial), both within three weeks, the interim order dated 26.09.2024 shall remain operative. If the petitioner-tenant fails to deposit the said amount, the interim order dated 26.09.2024 shall be deemed to be vacated.

17. In that view of the matter, the applications, i.e., IA No.1/2024 and IA No.4/2025, are disposed of.

18. List this matter after six weeks.

In S.B. Civil Writ Petition No. 16986/2024:-

List this matter after six weeks along with S.B. Civil Writ Petition No. 11106/2024.

(MANEESH SHARMA),J