

ITEM NO.7

COURT NO.1
S U P R E M E C O U R T O F
R E C O R D O F P R O C E E D I N G S

SECTION X
I N D I A

Petition(s) for Special Leave to Appeal (C) No(s). 23107-23108/2009
(Arising out of impugned final judgment and order dated 25/06/2008
in RA No. 364/2007 25/06/2008 in WP No. 4830/2001 07/08/2006 in WP
No. 4830/2001 passed by the High Court Of Uttarakhand at Nainital)

L.I.C.OF INDIA & ANR.

Petitioner(s)

VERSUS

M.S.JAIN

Respondent(s)

WITH

SLP(C) No. 17923-17924/2012
(With Interim Relief and Office Report)

Date : 01/03/2016 These petitions were called on for hearing today.

CORAM :

HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE UDAY UMESH LALIT

For Petitioner(s)

Mr. V.Giri, Sr. Adv.
Mr. S. Rajappa, Adv.

(SLP (C) No.17923-
17924/2012)

Mr. C. Mukund, Adv.
Mr. Ashok Jain, Adv.
Mr. Pankaj Jain, Adv.
Mr. Bijoy Kumar Jain, Adv.

Ms. Pinky Anand, ASG
Mr. Balendu Shekhar, Adv.
Mr. B.V. Balramdas, Adv.
Ms. Liz Mathew, Adv.

For Respondent(s)

Mr. Ankur Mittal, Adv.

Mr. Randhir Singh Jain, Adv.
Mr. Dhananjai Jain, Adv.

Signature Not Verified
Digitally signed by
ASHOK RAJ SINGH
Date: 2016.03.10
17:20:43 IST
Reason:

UPON hearing the counsel the Court made the following
O R D E R

SLP (C) No.23107-23108 of 2009

List along with SLP (C) No.35859 of 2014.

SLP(C) No. 17923-17924/2012

We have heard learned counsel for the parties at some length.

The petitioner is occupying 4500 square feet of commercial

area in a commercially important part of the city of Calcutta. The contractual rate of rent appears to be just about Rs.400/- per month with effect from 01.01.1962. No enhancement of rent ever since 1962 has been allowed by the petitioner-tenant. Not only that the petitioner-tenant has gone in default of payment of rent over a period of two years before an eviction petition was filed in the year 2003. It was at this stage that the petitioner-tenant offered to deposit the arrears of rent which the presiding officer dealing with the eviction petition declined to accept. The petitioner then approached the High Court in Revision which was dismissed paving way for filing of the present petition which is pending in this Court for the past four years.

The material facts are not in dispute. It is not in dispute that the petitioner is in occupation of 4500 square feet of commercial space in a commercially important part of the city of Calcutta. It is also not in dispute that the petitioner has not paid any amount towards the rent since two years before the filing of the eviction petition. The respondent-Corporation has claimed compensation/damages for continued user of the premises by the petitioner-tenant at the rate of Rs.50/- (rupees fifty) per square foot which works out to Rs.2,25,000/- (rupees two lakhs and twenty five thousand) per month. That claim was made in the year 2003 i.e. nearly 12 years back. Assuming that the market rental earlier prevalent in the city of Calcutta has not gone up over the years the amount claimed by the Corporation ought to be deposited by the tenant for its continued occupation. It is in these circumstances that we are constrained to direct the petitioner-tenant to deposit an amount @ Rs.2,25,000/- (rupees two lakhs twenty five thousand) per month with effect from the date of filing of the eviction petition till 29.02.2016 towards compensation for use and occupation. The deposit shall be made within a period of four weeks from the date of this order which shall be without prejudice to the rights and contentions of the parties.

List again on 05.04.2016 for further directions.

(Ashok Raj Singh)
Court Master

(Veena Khera)
Court Master