

ITEM NO.6

COURT NO.13

SECTION XVI

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition for Special Leave to Appeal (C) No(s). 16152-16197/2022

[Arising out of impugned final judgment and order dated 26-04-2022 in APD No. 269/2018 26-04-2022 in APD No. 270/2018 26-04-2022 in APD No. 271/2018 26-04-2022 in APD No. 272/2018 26-04-2022 in APD No. 288/2018 26-04-2022 in APD No. 289/2018 26-04-2022 in APD No. 290/2018 26-04-2022 in APD No. 291/2018 26-04-2022 in APD No. 292/2018 26-04-2022 in APD No. 293/2018 26-04-2022 in APD No. 294/2018 26-04-2022 in APD No. 295/2018 26-04-2022 in APD No. 296/2018 26-04-2022 in APD No. 297/2018 26-04-2022 in APD No. 298/2018 26-04-2022 in APD No. 310/2018 26-04-2022 in APD No. 311/2018 26-04-2022 in APD No. 312/2018 26-04-2022 in APD No. 313/2018 26-04-2022 in APD No. 314/2018 26-04-2022 in APD No. 315/2018 26-04-2022 in APD No. 316/2018 26-04-2022 in APD No. 317/2018 26-04-2022 in APD No. 318/2018 26-04-2022 in APD No. 319/2018 26-04-2022 in APD No. 320/2018 26-04-2022 in APD No. 321/2018 26-04-2022 in APD No. 322/2018 26-04-2022 in APD No. 323/2018 26-04-2022 in APD No. 324/2018 26-04-2022 in APD No. 325/2018 26-04-2022 in APD No. 326/2018 26-04-2022 in APD No. 327/2018 26-04-2022 in APD No. 328/2018 26-04-2022 in APD No. 329/2018 26-04-2022 in APD No. 330/2018 26-04-2022 in APD No. 331/2018 26-04-2022 in APD No. 332/2018 26-04-2022 in APD No. 333/2018 26-04-2022 in APD No. 334/2018 26-04-2022 in APD No. 335/2018 26-04-2022 in APD No. 336/2018 26-04-2022 in APD No. 337/2018 26-04-2022 in APD No. 338/2018 26-04-2022 in APD No. 339/2018 26-04-2022 in APD No. 340/2018 passed by the High Court at Calcutta]

RAJ KUMAR GHOSH & ANR.

Petitioner(s)

VERSUS

JYOTI BISWAS & ORS.

Respondent(s)

(IA No. 3639/2025 - APPROPRIATE ORDERS/DIRECTIONS)

Date : 17-03-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA

HON'BLE MR. JUSTICE R. MAHADEVAN

For Petitioner(s) :

Mr. Huzefa Ahmadi, Sr. Adv.

Mr. Rohit Das, Adv.

Ms. Karishma Maria, Adv.

Mr. Rishad Ahmed Chowdhury, AOR

For Respondent(s) :

Mr. Jaideep Gupta, Sr. Adv.
Mr. Arup Banerjee, AOR

Ms. Noelle Banerjee, Adv.
Mr. Sidhartha Sharma, Adv.
Mr. Arjun Asthana, Adv.
Ms. Shalini Basu, Adv.
Mr. Nachiket Chawla, Adv.

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

1. We heard Mr. Huzefa Ahmadi, the learned Senior counsel appearing for the applicants (original decree holders) and Mr. Jaideep Gupta, the learned Senior counsel appearing for the respondents (tenants) in the property.

2. Today, what we have before us is an Interlocutory Application No.3639/2025 seeking directions in which the following reliefs has been prayed for:-

"(a) Direct each of the Respondents/ unauthorized occupiers to pay occupation charges on a monthly basis at the rate of Rs. 220 per sq. foot of area occupied, with effect from 01.04.2022, to the Petitioners or to the Receiver appointed by the High Court;

(b) In the alternative to Prayer (a), direct each of the Respondents/ unauthorized occupiers to pay occupation charges on a monthly or other basis at such reasonable market rate as may be deemed appropriate by this Hon'ble Court, to the Petitioners or to the Receiver appointed by the High Court; and

(c) Pass such other or further order(s) as this Hon'ble Court deems fit and proper in the facts and circumstances of the case and in the interest of justice."

3. We are informed that in the main matter while issuing notice, this Court directed the parties to maintain *status-quo*.

4. The controversy as on date relates to the liability of all those persons occupying the premises i.e. shops/offices to pay rent at a particular rate.

5. We take notice of the observations made by the High Court in its impugned order, more particularly para 67 which reads thus:-

"67. The learned receiver already appointed by the executing Court shall remain in symbolic possession of the suit property and the appellants shall continue to pay their occupation charges at the rate at which they had paid last to the Learned Receiver, as a temporary arrangement, till the time the applications of the appellants are disposed of by the executing Court. The Learned Receiver upon receipt of such occupation charges shall issue necessary receipts in favour of the respective appellant occupants. It is, however, made clear that payment of such occupational charge is a temporary arrangement and shall not create any right or equity in favour of the appellants in any manner whatsoever. Such occupational charges must be paid by the appellants to the Learned Receiver by seventh day of every calendar month commencing from April 01, 2022. The Learned Receiver shall open an account with any nationalised bank of to his choice and shall deposit the said sum therein and shall furnish necessary statements for every three months with the Registrar Original Side of this Court."

6. What we have been able to gather from the submissions of Mr. Gupta is that his clients are not ready and willing to accept the client of Mr. Ahmadi as the lawful owner of the property in question.

7. At the same time, all the occupants do admit their liability to pay something towards rent.

8. According to Mr. Gupta, his clients have deposited an amount of Rs.1,25,00,000/- (Rupees One Crore and Twenty Five Lakh) towards arrears of rent. According to Mr. Gupta, the clients of Mr. Ahmadi have withdrawn an amount of Rs.1,00,00,000/- (Rupees One Crore) and the balance amount of Rs.25,00,000/- (Rupees Twenty Five Lakh) is still with the Court.

9. We believe that the presence of the Receiver before us is absolutely necessary.

10. In such circumstances, we implead the Receiver appointed by the High Court in the array of parties before us.

11. The applicant shall serve the notice issued by this Court to the receiver.

12. The receiver, on the next date of hearing, shall apprise this Court with the following information:-

- (i) The condition of the entire building. In other words, we are informed that the entire building is in a dilapidated condition;
- (ii) If need be, the Receiver may obtain a certificate of structural fitness from the competent authority;
- (iii) In all how many occupants are there in the building;
- (iv) when was the last rent paid by the occupants and the amount;
- (v) what steps the Receiver has taken after the impugned order came to be passed by the High Court, more particularly, in light of the observations contained in Para 67 for the purpose of recovery of the amount.

13. Today, we are not sure about the exact amount to be paid towards rent.

14. There are many issues *inter se* the parties. Therefore, if need be, we may have to fix a particular amount to be paid by the occupants till the main matter is decided.

15. Therefore, in such circumstances, the receiver shall give us a fair idea as to what would be the market rent of the shops/offices as on date.

16. We grant three weeks' time to the receiver to furnish all the aforesaid information by way of an affidavit or report.

17. We request the Receiver to personally remain present on the next date of hearing.

18. The cost that the Receiver may incur for the purpose of obtaining the information as required shall be calculated. We shall see to it that the amount is paid to the Receiver accordingly.

19. List the IA on 15-4-2025 along with the main matter.

(VISHAL ANAND)
ASTT. REGISTRAR-cum-PS

(POOJA SHARMA)
COURT MASTER (NSH)