
(2023) 08 OHC CK 0160
In the Orissa High Court
Case No : CMP No.231 Of 2023

M/s. Swarna Nursing Home, Bhubaneswar
Vs

APPELLANT

Sahana Khatun And Another

RESPONDENT

Date of Decision : 24-08-2023

Acts Referred:

Citation : (2023) 08 OHC CK 0160

Hon'ble Judges : K.R. Mohapatra, J

Bench : Single Bench

Advocate : Tusar Kumar Mishra, Satyabrata Mohanty

Final Decision : Disposed Of

Judgement

K.R. Mohapatra, J

1. This matter is taken up through hybrid mode.
2. The Petitioner in this CMP seeks to assail the order dated 21st December, 2022 (Annexure-3) passed by learned Senior Civil Judge (L.R. & L.T.V.), Bhubaneswar in Civil Suit No.1511 of 2017, whereby the Petitioner has been directed to make payment of rent at the rate of Rs.50,000/- per month to the Defendants w.e.f. November, 2021. It was also directed that arrear rent in three installments shall be paid upto the end of November, 2022 and w.e.f. 1st December, 2022 onwards, the Petitioner shall be liable to pay current rent of Rs.50,000/- per month. The mode of payment of current rent has also been recorded by learned trial Court.
3. Learned counsels for both the parties submit that in spite of their best efforts, they could not resolve the issue amicably.
4. Mr. Mishra, learned counsel for the Petitioner submits that direction to pay rent at the rate of Rs.50,000/- per month is highly excessive as the house is in a dilapidated condition and the Nursing Home is not functioning since 2017. He, therefore, submits that learned trial Court, while assessing the rent, should have

taken the aforesaid facts into consideration. He, however, submits that the Petitioner was paying rent upto 2017 under proper acknowledgement. But, thereafter although the Petitioner is paying rent, no acknowledge receipt is being granted by the Defendants-Opposite Parties.

5. In course of argument, Mr. Mishra, learned counsel for the Petitioner submits that in all fairness, if rent at the rate of Rs.30,000/- per month for the premises he is occupying is fixed, the Petitioner would be in a position to pay the same.

6. Mr. Mohanty, learned counsel for the Opposite Parties submits that the house in question is situated in a prime location of Nayapalli at Bhubaneswar. Thus, direction to pay rent at the rate of Rs.50,000/- is quite reasonable. As the Petitioner is not paying any rent to the Opposite Parties since 2017, the Opposite Parties are ready and willing to accept the rent of Rs.30,000/- per month in respect of the premises in question without prejudice to their case. The Opposite Parties are keenly interested to settle the matter. But the Petitioner is not cooperating for the same for which the litigation is continuing.

7. Taking into consideration the submission made by learned counsel for the Parties, this Court disposes of the CMP with a direction that the Petitioner shall go on paying a sum of Rs.30,000/- per month for occupation of the premises in question until further orders. The arrear rent shall be calculated w.e.f. 1st November, 2022. 50% of the arrear rent shall be deposited within a period of 15 days hence and the rest of the arrear amount shall be deposited within a period of 20 days therefrom positively. The mode of payment of current rent at the rate of Rs.30,000/- per month shall be as per the direction of learned trial Court in the impugned order.

8. With the aforesaid observation and direction the CMP is disposed of.

9. If the Petitioner fails to comply with any of the aforesaid directions, the Opposite Parties will be at liberty to take action in accordance with law.

10. In view of nature of dispute, learned trial Court shall also make an endeavour to see that the suit is disposed of at an early date. Parties are directed to cooperate with the learned trial Court for early disposal of the suit.

Urgent certified copy of this order be granted on proper application.

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