

(2008) 12 PAT CK 0025
In the Patna High Court
Case No : LPA No. 1111 of 2001

The P.R.D.A. and Others

APPELLANT

Vs

Ram Anek Prasad Sinha and Another

RESPONDENT

Date of Decision : 19-12-2008

Acts Referred:

Citation : (2009) 2 PLJR 608

Hon'ble Judges : S.K. Sharma, J; Barin Ghosh, J

Bench : Division Bench

Advocate : Sanjay Prakash Verma, for the Appellant; Pushkar Narain Sahi, for the Respondent

Judgement

Darin Ghosh and S.K. Sharma, JJ.—Heard. A long pending dispute involving the subject matter of the letters patent appeal has now come to a reasonable conclusion by reason of expression of reasonable views by the litigants. The subject matter of dispute in this appeal is the respective rights arising out of letting out of two shop rooms to the writ petitioners respondents by the appellant. The terms and conditions of letting out incorporated definite obligations for payment of salami, rent and charges for delay in payment thereof. Dispute arose as regards payment of premium, rent and charges for delay in payment of either of the same. The agreement provided what would be the consequences if the delay is made. It provided that certain amount of money for each day's delay is required to be paid in addition to premium and rent. This obligation was principally disputed by the petitioners-respondents.

2. The learned Single Judge, who dealt with the writ petition, by the judgment and order under appeal held in favour of the writ petitioners. In the appeal it was contended on behalf of the appellant that since the written agreement between the parties specifies the consequences for delayed payment, it was unjust on the part of the learned Single Judge, while allowing the writ petition by the order under appeal, to ignore that part of the written contract between the parties. The respondents petitioners have agreed before us that they would discharge their

such obligation without raising any dispute in relation thereto. In consideration of such concession given by the respondents writ petitioners, the appellant has submitted that the shops in question were settled for business purposes and the appellant would permit the writ petitioners respondents to continue to enjoy the shops in question in terms of the agreement between the parties provided they discharge the dues of the appellant.

3. The statement of accounts has been prepared in regard to the dues of the respondents-petitioners and the same has been annexed to a supplementary affidavit filed by the appellant. There is no dispute as regards the quantum of dues ascertained therein and accordingly the liability of the petitioners respondents stands crystallized. The amounts mentioned in the said statement of accounts are in respect of two shops as indicated in the said statement of accounts.

4. We allow the petitioners respondents to pay the amounts mentioned in the said statement of account to the appellant within a period of three months from today by such installments as the respondents-petitioners may deem proper but one of such installments must be paid within a month from today comprising of at least 25 per cent of the amount of the dues. Payment pursuant to this order shall be deemed to be in the terms of agreements by which the appellant inducted the respondent-petitioners in the shops in question and accordingly it shall be deemed that the respondents writ petitioners are holding over the shops in question upon payment of such amounts. Upon such payment, the appellant shall execute formal agreement as was required to be executed in favour of the petitioners-respondents within a period of three months from the date of the last payment. The appeal stands disposed of. The order of the learned Single Judge is modified to the extent indicated above.