



Jose

IN THE HIGH COURT OF BOMBAY AT GOA

MISC. CIVIL APPLICATION NO.230 OF 2024

IN

FIRST APPEAL NO.134 OF 2018

ANTONIO DE MATOS
SEQUEIRA ALMEIDA

... Appellant.

Versus

KARAN K.

... Respondent.

Ms Sonadevi Nishad, Advocate for the Appellant.

Mr Shaish Naik, Advocate for the Respondent.

CORAM: VALMIKI MENEZES, J.

DATED: 9th August, 2024

P.C:

1. By this Court's order of 12.07.2024, the order dated 24.01.2019, by which the operation of the decree of eviction of the Appellant from the suit property was stayed, stood vacated. Consequently, the Respondent/Original Plaintiff was free to proceed with Special Execution Application No.3/2018/B before the Civil Judge Senior Division to recover possession of the suit premises till the execution proceedings. Subsequently, on 19.07.2022, the Applicant/Judgment Debtor stated before this Court that he would deposit the key of the suit premises in the Registry of this Court by 24.07.2024, after which the suit premises was to be jointly inspected by the parties and a report prepared as to its condition and the key to be deposited back with the Registry.

2. The learned Advocates for the parties have today filed a memo along

with an inspection report duly signed by the parties and their Advocates wherein they have recorded inspection of the suit flat and the Decree Holder/Original Plaintiff has recorded his satisfaction as to the condition of the suit flat and has no complaints about the same. Under order dated 19.07.2024, the Applicant/Original Plaintiff was to deposit the keys of the suit premises in the Registry after completing the inspection. The key continues to be in possession of the Decree Holder/Applicant herein till date.

3. At this juncture, learned Advocate Mr Shaish Naik for the Respondent/Original Appellant/Judgment Debtor states on instructions from Mr Karan K. that he has no objection to the Applicant/Original Plaintiff/Decree Holder retaining the key and taking over possession of the suit premises, instead of redepositing the same before the Registry.

4. Accordingly, the condition of redeposit of the keys of the suit premises is waived and the Applicant is handed over the keys of the suit premises and possession of the same as of today, consequently, prayer clause (a) of the application has been satisfied. Accordingly, the executing Court in Special Execution Application No.3/2018/B shall proceed to record satisfaction of the decree insofar as the question of eviction of the Judgment Debtor from the suit premises is concerned since possession of the same has now been recovered.

5. As far as relief sought in prayer clause (b) of this application, it is submitted that the rents due to the Applicant under order dated 24.01.2019 of this Court directing payment of monthly compensation of Rs.21,000/- for every month of occupation from 09.01.2018 till date is also not fully complied with. It is submitted that the Judgment Debtor/Appellant has

deposited compensation under this order until February, 2021 and has not deposited the rents thereafter, which calculated @ Rs.21,000/- per month, as of today amounts to Rs.8,61,000/- as due and payable by the Respondent. The Respondent/Judgment Debtor does not dispute this position. In that view of the matter, the Respondent/Original Judgment Debtor is directed to deposit the balance compensation of the rent due and payable of Rs.8,61,000/- before this Court within a period of four weeks from the date of this order. In the event of failure to deposit this amount, the Applicant may amend the execution application and seek execution of the decree for the period February 2021 till 24.07.2024 for compensation @ Rs.21,000/- instead of @ Rs.13,500/- under the decree. To that extent, and with the modification aforesaid, prayer (b) stands granted.

6. The application stands disposed of in the above terms.
7. Let the appeal be heard finally on 06.09.2024.

VALMIKI MENEZES, J.