

IN THE HIGH COURT OF BOMBAY AT GOA

LD-VC-CW NO. 124 OF 2020

IN

WRIT PETITION NO.912 OF 2018

AND

WRIT PETITION NO.703 OF 2019

Mr. Vinay Anant Verlekar & Ors.

..... Petitioners

V e r s u s

Narayan P. Mayekar & Ors.

..... Respondents

Mr. J. Godinho, Advocate for the Petitioners.

Mr. D. Pangam, Advocate General with Ms. Maria Correia, Additional Government Advocate for the Respondent nos.1 to 3.

Mr. E. Dias, Advocate for the Respondent no.4.

Coram :- M. S. SONAK &
M. S. JAWALKAR, JJ.

Date : 17th August, 2020

ORAL ORDER

1. Heard Mr. Godinho, the learned Counsel for the petitioners, Mr. D. Pangam, the learned Advocate General for the respondent nos.1 to 3 and Mr. E. Dias, the learned Counsel for the respondent no.4.

2. In our earlier order, we have already observed that there is no contempt committed by respondent nos.1, 2 and 3. Accordingly, we dismiss the contempt petition herein so far as respondent nos. 1 to 3 are concerned.

3. So far as respondent no.4 here is concerned, we note that this respondent was one of the petitioner in Writ Petition No. 912 of 2018.

4. Writ Petition no.912 of 2018 was disposed off by filing of Consent Terms on 5th August, 2019, and the clause which is relevant for the purpose of the present contempt petition is clause 7 which reads as follows :

“7. Upon vacation of their respective structures the petitioner no. 1, 2, 3, 4, 5, 6, 7, 8 in WP 912/2018 and Petitioner No.1 in WP 270/2019 will be paid rent @ the rate of Rs. 50/- per sq. mtr. Of their existing plinth area or ₹ 12,000/- per month whichever is more.”

5. The petitioner in this contempt petition, had also instituted Writ Petition No. 703 of 2019 in this Court by contending that they too had

interest in the property claimed by the petitioners in Writ Petition no.912 of 2018. On this basis, some reliefs were applied for from this Court.

6. Writ Petition no.703 of 2019 was disposed off by this Court vide order dated 06.08.2019. In the said petition, on behalf of petitioner nos.3, 4 and 5 in Writ Petition No. 912 of 2018, Mr. E. Dias, the learned Counsel, made a statement that the said petitioners will have no difficulty in sharing the rent amount proportionately with the petitioners in Writ Petition no.703 of 2019. This statement was accepted by this Court and the parties were directed to act accordingly.

7. The relevant paragraph in our order dated 06.08.2019 is paragraph 8, which reads as follows :

“8. Mr. E. Dias, learned Counsel for the Petitioner no. 3, 4 and 5 in WP No.912/2018, on the basis instructions from Petitioners no.3, 4 and 5, states that they have no difficulty in sharing this rent amount proportionately with the Petitioners in WP No.703/2019. This statement is accepted. These parties shall act accordingly.”

8. Now, the complaint is that respondent no.4, who was petitioner no.3 in Writ Petition no. 912 of 2018, has received the rent amount of ₹ 12,000/- each month from the State but no payment is being made to the present petitioners who were the petitioners in Writ Petition no,703 of 2019.

9. Mr. E. Dias, the learned Counsel for the respondent no.4, contests this position and states that the present petitioners were occupying 38 square metres area and the balance area to the extent of 106 square metres was being occupied by petitioner nos. 3, 4 and 5. He says that on this basis, offer was made to share an amount of ₹ 4,000/- from out of ₹ 12,000/- with the present petitioners. Mr. Dias states that even today, his offer stands and there is no question of any contempt involved.

10. Mr. J. Godinho, learned Counsel for the present petitioners, states that the present petitioners do not admit the area calculations stated by Mr. E. Dias. He submits that, in any case, the present petitioners were entitled to atleast ₹ 6,000/- per month since ₹ 12,000 was being paid by the State.

11. According to us, this is really not a case for invoking our contempt jurisdiction. For the present, the respondent no.4 should pay to the present petitioners an amount of ₹ 4,000/- per month from out of the amount of ₹ 12,000/- from the State each month in the account of the petitioner no.1 Mr. Vinay A. Verlekar in his savings account no. 72082200060736, Syndicate Bank, Agassaim Branch and continue depositing ₹ 4,000/- each month till, such amount, is required to be paid by the State and is received from the State. Mr. E. Dias, the learned Counsel, states that respondent no.4 will transfer this amount to the bank account of petitioner no.1 as indicated above on or before the 5th of each month. He states that even the arrears will be deposited within a week from today in the similar manner.

12. We clarify that we have not gone into the issue of area of the structure occupied or entitlement of the parties *inter se*. According to us, these are matters which are to be decided in the pending apportionment reference between the parties. The circumstance that we have accepted for the present the division of two-third and one-third, should not influence the Reference Court which will have to decide all the issues on their own merits and in

accordance with law. Therefore, this is only an interim arrangement and will be subject to final orders that will be made by the Reference Court in the matter. The Reference Court to specifically go into this issue and if ultimately does find that some additional amounts are required to be paid to the petitioners herein or otherwise, the Reference Court should make appropriate orders on this issue as well.

13. The Contempt Petition is accordingly disposed off.

14. All concerned to act on the basis of an authenticated copy of this order.

M. S. JAWALKAR

M. S. SONAK, J.

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