Suchitra

IN THE HIGH COURT OF BOMBAY AT GOA

CIVIL APPLICATION (REVIEW) NO.17/2026
IN
SECOND APPEAL NO.7/2013

BHARAT PETROLEUM CORPORATION LIMITED, a Company incorporated under the Companies Act, 1956, having their Head Office at Bharat Bhavan, 4 & 6, Curlimbhoy Road, Ballard Estate, P. B. No. 688, Mumbai-400 001. … APPLICANT

Versus

1. TAJDIN JAVERBHAI MAVANY (since deceased) represented through his legal Representatives

1a) Smt. Sakina Tajdin Mavany,
widow of late Tajdin Mavany, major of age,
resident of L-3, Breach Candy Apartments
Bhulabhai Desai Road, Mumbai-400 026.

1b) Smt. Praveen Tajdin Mavany,
daughter of late Tajdin Mavany, major of age,
married and her husband;

1c) Shri Anwarali Chatoor, son of
Alimohamad Saboor Chatoor
major of age, married,

Both residing at House No. 35/1B.
Eli Bank Road, Colombo, Sri Lanka;

1d) Smt. Dilshad Tajdin Mavany,
daughter of late Tajdin Mavany,
major of age, married, and her husband;

1e) Shri Mansur Ismail Sayani,
son of Hajibhai Ismail Sayani,
major of age,

Both residing at House No. 201/A,
Jolly Maker Apartment
No.1, Cuffe Parade, Mumbai-400 005;

1f) Shri Anwar Tajdin Mavany.
son of late Tajdin Mavany, major of age,
married; and his wife,

1g) Smt. Mahavas Bhahrbabaki.
daughter of Hussein Bhahrbabaki, major of
age, housewife,

Both residing at House No. 217, South Clark
Drive, Beverley Hills, CA.90211, (USA);

1h) Shri Yasin Tajdin Mavany,
son of late Tajdin Mavany,
major of age, married; and his wife,

1i) Smt. Purna Yasin Mavany,
daughter of Mahesh N. Thakkar, major of age,
housewife, Both residing at L-3,
Breach Candy Apartments,
Bhulabhai Desai Road, Mumbai-400 026;

1j) Smt. Muna Tajdin Mavany,
daughter of late Tajdin Mavany,
major of age, Married; and her husband,

1k) Shri Sandeep Khanna,
son of Rajinder Khanna, major of age,

Both residing at House No. 303,
Springs Road, Bedford,
Massachusetts 01730, U.S.A.

All represented by their duly constituted
Power of Attorney Shri Sandesh Krishna Naik,
resident of A. D. Costa Road, Margao-Goa.

2. NANU ENGINEERS PRIVATE
LIMITED, A Company incorporated under
the Companies Act, 1956, having its Head
Office at House No. 15/1449 'Nanu House',
Behind Grace Church, Varde Valaulicar Road,
Margao, Goa 403 601, represented herein by
its Director, Mr. Sankalp Sandesh Naik,
Indian National, Aged 41 years, residing at
House No. 2831, "Krishnasheel", Monte -
Hill, Borda, Margao, Goa 403602. RESPONDENTS

Mr S. D. Lotlikar, Senior Advocate with Ms Neelam Patil and Mr Yash Kunde, Advocates for the Applicant.

Mr S. S. Kantak, Senior Advocate with Ms Neha Kholkar and Ms Saicha Dessai, Advocates for the Respondents.

CORAM: VALMIKI MENEZES, J.

DATED: 28th AUGUST 2026

ORDER :

1. Registry to waive office objections and register the Application.

2. By this Application, the Original Appellant in Second Appeal No.7/2013 seeks review of this Court's order dated 18.02.2026 passed in Misc. Civil Application No.93/2026; the order sought to be reviewed directs the Original Appellant/ Applicant herein, to deposit rent enhanced from Rs.25,000/- per month to Rs.5 lakhs per month commencing from 01.01.2020 to 01.01.2026, and thereafter to deposit the rent at the aforementioned rate every quarter; the order under review has also directed deposit of the monthly compensation of Rs.5 lakhs with GST at the rates applicable. Further, the order also directs transfer of the rents deposited at the rate of Rs.25,000/- per month under order of this Court dated 23.07.2014, lying with the Registry, to the account of the Respondent No.2 in this Application and to also make payment of the enhanced rent from 01.01.2020 till 01.01.2026 deposited in the Court, to the account of the Respondent No.2.

3. The Review Application, as argued by Senior Advocate Shri Saresh Lotlikar for the Review Petitioner, is premised on an error apparent committed by the Court whilst passing the order, which are on the following grounds:

(a) That whilst passing the impugned order, this Court considered the calculations submitted by the Valuer, under Valuation Report dated 22.12.2025, of a contiguous property to have been Rs.15,28,80,000/- for the year 2019, when in fact the report actually states this value to be that as on 22.12.2025; according to the submission made, if the aforementioned value of the contiguous plot was correctly taken as on 22.12.2025, applying the return on investment at the rate of 5% p.a., and reducing the value of the contiguous property to what would have been its value on 21.02.2019 (date of the sale), the rent for the suit property would work out to an amount of less than Rs.3 lakhs per month. It was submitted that there is an error apparent on the face of the record in the impugned order, which takes into consideration the aforementioned value of the plot for the year 2019, when that was the value in 2025. According to the counsel, there is an error apparent in the calculation of the amounts by this Court.

(b) That the directions issued by this Court to release the entire deposited rent, first at the rate of Rs.25,000/- per month and now at the rate of Rs.5 lakhs per month from 01.01.2020 to 01.01.2026 is contrary to the principles laid down by the Supreme Court in ***State of Maharashtra and Another v/s Super Max International Private Limited and***

Others[1], which postulates that rents deposited, as a rule should not be released to the landlord until the final decision in the appeal, unless the landlord makes out an exceptional case for such release during the course of the appeal. According to the learned Senior counsel, there is no such exceptional case made out in the Application and no reasons stated by the Court to depart from the rule laid down in *Super Max International Private Limited and Others* (supra).

(c) It was contended that the application filed by the Respondent No.2, seeks enhancement of rent from Rs.25,000/- to Rs.6 lakhs per month from 23.07.2014, and in effect, is an application for review or modification of the order of 23.07.2014 passed by this Court granting stay of the operation of the impugned Decree dated 31.05.2012; it is argued that the order of stay granted by this Court had directed the Appellant to secure the interim review by depositing a rent, enhanced from Rs.1,000/- per month under the contract to Rs.25,000/- per month. The Application now seeks a review of this Order without showing any cause for the same. The application being not maintainable, the same should have been dismissed rather than granting enhanced rent under the order sought to be reviewed.

4. The Review Application has been opposed by Senior Advocate Shri Subodh Kantak for the Respondents who contends

1 *(2009) 9 SC 772*

that there is no error apparent on the face of the record. He further submits that the application is for enhancement of the rent being deposited by the Appellant to secure the interim relief, since the rent of Rs.25,000/-, under orders of this Court had not been enhanced since the year 2014, and the property being a commercial one, used for a petrol pump, the present market rents ought to be paid to the Respondents. He further submitted, on instructions from Respondent No.2, that the Respondents are ready and willing to allow all the enhanced rents which are to be deposited, and henceforth to be deposited, at the rate of Rs.5 lakhs per month, as also the rents earlier deposited at the rate of Rs.25,000/- per month, to continue in deposit with the Registry of this Court and the same may not be released or transferred to the Respondent No.2 as directed by the order under review. To that extent, the learned counsel submits, that this Court may modify its order dated 18.02.2026.

5. Before dealing with the first and second ground raised by the Review Petitioner, I would address myself to the third ground raised during the hearing of the matter. It is the Petitioner's case in review that the Respondents, in their application have not sought release of the rents deposited in the Court or of the enhanced rents. It was further submitted that the application partakes of a review of this Court's order of 23.07.2014 by which the contractual rent of Rs.1,000/- per month was raised to Rs.25,000/- per month, which was to be deposited every month, to secure the interim relief of stay of the eviction order. It was also contended that such an application for modification of the rent was not maintainable.

Perusal of the Application, and more specifically paragraphs 10 and 11 thereof, clearly seek enhancement of the rent to be deposited from Rs.25,000/- to Rs.6 lakhs per month, and further, at paragraph 11, a direction is sought to the Appellant to deposit and pay the enhanced monthly rent of Rs.6 lakhs from 23.07.2014. It might be so that the formal prayer does not request payment of the enhanced rent to the Respondents, but however, such a relief is clearly sought in paragraph 11 itself. Further, while it is true that the application would amount to one seeking modification of the order of 23.07.2014, that order itself grants liberty to the Respondents to file an appropriate application for any further relief, meaning thereby, an application for modification of the rent or even enhancement. Considering the reasons stated in the application, that considerable time had passed since the impugned Decree dated 31.05.2012 was stayed, the application for seeking enhancement was justified, and even more so once liberty to file the same had been specifically granted by this Court. This ground is therefore not available to the Review Petitioner to seek review of the order as the application was maintainable.

6. The first ground for review is that this Court has committed an error apparent by considering the value of the contiguous plot referred to in the Valuation Report of Mahendra Kakule as Rs.15,28,80,000/- as in the year 2019. On perusal of the Valuation Report, whilst it might be true that the aforementioned figure was taken as the market value as on the date of the valuation report i.e. 22.12.2025, even considering this value and calculating the same backwards to the year 2019, if one calculates the return on investment @ 5% p.a. taken by this Court in the order under review, would still work out to a little over Rs.5 lakhs. In fact, if corrected, the same would work out to Rs.4,95,000/- on the average between 2020 and 2025 and at an average of Rs.5,14,600/- if the period 2020 to 2026 is considered on a 5% rise. A calculation to this effect has been placed before me by the Respondents. Considering these calculations therefore, there would be no error in the rents set down by this court of Rs.5 lakhs per month, as in the year 2019 and as directed to be deposited from 01.01.2020 to 01.01.2026. In any event, on whatever basis the opinion may have been formed on the calculations and on the valuation of the contiguous property, the ground taken for review would not be available to the Review Petitioner, since this was not a ground of error apparent, but was a ground being argued on the merits of the matter. I therefore reject the first ground taken by the Petitioner.

7. The second ground of review is that the judgment directs release of the entire rent deposited at the rate of Rs.25,000/- per month upto 01.01.2020 and thereafter at the rate of Rs.5 lakhs per month between 01.01.2020 to 01.01.2026, without any reasons being assigned for such withdrawal in the application; it was submitted that the direction to pay these amounts is contrary to the directions of the Supreme Court in ***Super Max International Private Limited and Others*** (supra).

8. In ***Super Max International Private Limited and Others*** (supra), the High Court did not allow the landlord to take away the money which was directed to be deposited, as a condition for grant of stay of an eviction order, whilst examining the circumstances under which amounts deposited by the tenant to secure an order staying the tenant's eviction, the Supreme Court has made the following observations:

> "***71.*** *We reaffirm the views expressed in Satyawati Sharma and emphasise the need for a more balanced and objective approach to the relationship between the landlord and tenant. This is not to say that the Court 9 should lean in favour of the landlord but merely that there is no longer any room for the assumption that all tenants, as a class, are in dire circumstances and in desperate need of the Court's protection under all circumstances. (The case of the present appellant who is in occupation of an area of 9000 sq ft in a building situate at Fort, Mumbai on a rental of Rs 5236.58, plus water charges at the rate of Rs 515.35 per month more than amply highlights the point.)*
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> ***79.*** *Before concluding the decision one more question needs to be addressed: what would be the position if the tenant's appeal/revision is allowed and the eviction decree is set aside? In that event, naturally, the status e quo ante would be restored and the tenant would be entitled to get back all the amounts that he was made to pay in excess of the contractual rent. That being the position, the amount fixed by the court over and above the contractual monthly rent, ordinarily, should not be directed to be paid to the landlord during the pendency of the appeal/revision. The deposited amount, along with the accrued interest, should*

> *only be paid after the final disposal-to either side depending upon the result of the case.*
>
> ***80.*** *In case for some reason the court finds it just and expedient that the amount fixed by it should go to the landlord even while the matter is pending. It must be careful to direct payment to the landlord on terms so that in case the final decision goes in favour of the tenant the payment should be made to him without any undue delay or complications.*"

9. What the Supreme Court therefore holds in ***Super Max International Private Limited and Others*** (supra) is that the amount fixed by the Court, over and above the contractual monthly rent, ordinarily should not be released to the landlord during pendency of the appeal and should only be paid with accrued interest upon final disposal of the appeal, depending upon its result; release of the deposited amount, should be permitted during pendency of the appeal only in exceptional circumstances, and provided the same are made out in the Application. The observations of the Supreme Court which are referred above constitute the ratio of the judgment as that was question to be decided before the Supreme Court, and is binding on me. To that extent, if my judgment under review has departed from the law laid down in ***Super Max International Private Limited and Others*** (supra), the direction to release the deposited rents, as contained in my judgment dated 18.02.2026, is bound to be reviewed.

10. On a perusal of the application for enhancement of rent, there are no reasons cited therein to justify the withdrawal of payment of deposited rents. Applying the principle laid down in ***Super Max International Private Limited and Others*** (supra), where release of the deposited amounts could be only for reasons which are exceptional, and stated in the application, and none exist in the present case, that part of the judgment, directing release of the deposits would have to be reviewed.

11. To that extent therefore, the review must be allowed in part, to the extent that the direction to release and pay to the Respondent No.2 rents deposited from 01.01.2020 to 01.01.2026 and consequently the direction to remit these amounts and all further deposit of rent after 01.01.2026, on their deposit, to the account of the Respondent No.2 shall stand recalled. The direction issued in the operative part of judgment dated 18.02.2026 as contained in paragraph 14, as quoted below shall stand deleted:

> "*This amount shall also be remitted by the Registry to the account of the Applicant, the details of which are mentioned above.*"

12. To the extent that this Review Application is allowed, the learned Senior Advocate Shri Kantak appearing for the Respondents, on instructions from Respondent No.2, during the course of hearing of the Application, had submitted that the Respondent No.2 would not withdraw the deposit @ Rs.5 lakhs per month from 01.01.2020 to 01.01.2026 and until disposal of the Appeal, unless an appropriate application, setting out reasons is filed by the Respondents.

13. Considering that the direction in the first part of paragraph 14 of my judgment dated 18.02.2026, for release of the enhanced rent @ Rs.25,000/- per month which was lying in the Registry of the Court has already been released to the account of Respondent No.2, the Respondent No.2 shall file an undertaking, signed by a duly authorised person to the effect that it will deposit this amount into the Registry of this Court, if the Appellant ultimately succeeds in Second Appeal No.7/2013. The undertaking shall be given within a week from today.

14. Civil Application (Review) No.1090/2026 (F) is disposed of in the above terms.

VALMIKI MENEZES, J.