



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO. 165 OF 2023
WITH
INTERIM APPLICATION NO. 2582 OF 2023
(Permission to deposit compensation)
WITH
INTERIM APPLICATION NO. 2584 OF 2023
(For Stay)

1. Smt. Bhagwanibai Mamchand Bagoria
2. Smt. Kiran Jaiprakash Bagoria
3. Shri. Jaiprakash Mamchand Bagoria

...*Applicants/*
Org. Defendants

: *Versus* :

1. Shri. Hariram Banwari Kirad
2. Mr. Ramabhai Jee
3. Mrs. Meva Chunilal Pawar
4. Mrs. Chameli Gangaram Pawar
5. Mrs. Bimla Pyarelal Pawar

.... *Respondents*
Org. Plaintiff
.... *Respondents*
Org. Defendant No.4

...*Respondents/Defendants*

Mr. Aseem Naphade with Mr. Vinod Solanki, Mr. Ashok Varma, Mr. Ajay Talreja and Mr. Ankit Bagoria, for the Applicants.

Mr. Vijay Patil with Mr. Kalpesh Patil i/b Mr. Abhijit Patil, for the Respondents.

CORAM : SANDEEP V. MARNE, J.

Reserved On :17 DECEMBER 2024.

Pronounced On : 20 DECEMBER 2024.

JUDGMENT :

1) Applicants have preferred this Revision Application under Section 115 of the Civil Procedure Code challenging the judgment and decree dated 24 February 2023 passed by the Appellate Bench of the Small Causes Court dismissing (A-1) Appeal No.4/2014 and confirming the eviction decree dated 24 January 2014 passed by the Small Causes Court in RA.E. Suit No.29/66 of 2006.

2) Facts of the case as pleaded in the plaint are that Plaintiff is the owner of property together with structure admeasuring 15 ft x 15 ft and open space admeasuring 20 ft x 10 ft in front of the structure (collectively admeasuring 40 ft x 19 ft) situated at Plot No.23, Kherwadi, Bandra (East), Mumbai-400 051 (**suit premises**). Defendant Nos.1 to 3 were inducted as monthly tenants in respect of the suit premises on rent of Rs.250/- exclusive of all taxes. Plaintiff alleged that Defendant Nos.1 to 3 were in arrears of rent from 1 January 2005 to 31 December 2005 amounting to Rs.3,000/-. It was further alleged that Defendant Nos.1 to 3 covered the open space by constructing unauthorised structure with brick walls, iron beams and roof and thereafter effected permanent additions and alterations without the consent of the landlord. That the suit premises were let out for residential purposes, which were converted by Defendant Nos.1 to 3 for commercial use without Plaintiffs' consent. That Defendant Nos.1 to 3 had left the suit premises and had shifted to alternate accommodation. Plaintiff further alleged that Defendant No.4 was inducted as an

unauthorised occupant by the tenant and thereby the premises were unlawfully sublet. On these broad grounds, Plaintiff sought eviction of the Defendants by filing R.A.E. Suit No.29/66 of 2006. Defendant Nos.1 to 3 appeared in the suit and filed their written statement contesting Plaintiff's claim. The suit was amended by Plaintiff by inserting para-15A and Defendant Nos.1 to 3 filed amended written statement. Based on pleadings filed by the parties, the Small Causes Court framed issues. Parties led evidence in support of their respective claims. After considering the pleadings, documentary and oral evidence, the Small Causes Court proceeded to decree the suit by its judgment and order dated 24 January 2014. The Small Causes Court accepted the grounds of unlawful subletting, default in payment of rent and bonafide requirement of the Plaintiff. However, the grounds of erecting permanent structure, commission of acts contrary to the provisions of Section 108(o) of the Transfer of Property Act and change of user were rejected by the Small Causes Court. The Small Causes Court also rejected the objection raised by Defendant Nos.1 to 3 about maintainability of the suit on the grounds that the suit premises were constructed on government land. Though the Small Causes Court accepted the ground of unlawful subletting, it held that the premises were sublet to Chandrakala Venkatramaiah Golapalli.

3) Defendant Nos.1 to 3 filed (A-1) Appeal No.4/2014 before the Appellate Bench of the Small Causes Court challenging the eviction decree dated 24 January 2014. The Appellate Court has confirmed the findings of the Small Causes Court on the issues of default in payment of rent, unlawful subletting and bonafide requirement. Accordingly, the Appeal preferred by Defendant Nos.1 to 3 has been dismissed by the Appellate Court by decree dated 24 February 2023, which is the subject matter of challenge in the present Revision Application.

4) I have heard Mr. Naphade, the learned counsel appearing for the Revision Applicants. He would submit that the Trial Court erred in entertaining the suit filed by the Plaintiff without appreciating the fact that the suit premises are situated on government land and accordingly provisions of Maharashtra Rent Control Act, 1999 (**MRC Act**) do not apply to the suit premises by virtue of provisions of Section 3(1)(a) thereof. He would submit that to qualify for protection of tenancy under the M.R.C. Act, the premises must satisfy dual tests of (i) the land belonging to the Government or local authority being obtained under a lease, and (ii) construction is carried out in terms of the conditions of lease. That provisions of sub-section (3) of Section 3 comes into play only if both the conditions are satisfied. That in the present case, though the lease in favour of the Plaintiff-landlord is proved, the evidence on record suggest that the ancestors of Plaintiff have constructed unauthorised structures on the land belonging to the Government. That therefore the provisions of Section 3(3) of the M.R.C. Act would have no application to the present case and that since the structures are admittedly constructed on land belonging to the Government, suit for eviction under the provisions of Sections 15 or 16 of the M.R.C. Act could not have been filed. Mr. Naphade would further submit that the Trial and the Appellate Courts have erroneously decreed the suit on the ground of default in payment of rent. That Defendant Nos.1 to 3 had filed application for deposit of rent on 13 February 2006 i.e. within 9 days of service of suit summons on 4 February 2006. That the said application was allowed by the Trial Court on 21 June 2006 and accordingly the entire arrears as directed by the Court were deposited by the Defendant-tenants. That therefore the provisions of Section 15(3) of the M.R.C. Act are fully complied with.

5) So far as the ground of unlawful subletting is concerned, Mr. Naphade would submit that the Trial and Appellate Courts have erred in holding that the suit premises were sublet to Chandrakala Golapalli ignoring the fact that the said finding is not premised on any pleading in the plaint. That the pleaded case was of unlawful subletting in favour of Defendant No.4. That once pleaded case was found to be erroneous, the ground of unlawful subletting ought to have been rejected. He would further submit that the Trial and the Appellate Court have erred in treating the Deed of Partnership as a bogus document without Plaintiff discharging the burden of leading evidence to demonstrate any factual or legal error in the Partnership Deed. That the Trial Court and Appellate Courts have erred in drawing an adverse inference against the Defendant-tenants without appreciating the fact that adverse inference cannot be drawn unless notice to produce documents is issued and the party fails to produce the same. In support, he would rely upon judgment of the Apex Court in Union of India V/s. Ibrahim Uddin and Another¹. He would also rely upon judgment of the Madras High Court in Gundalapalli Rangamannar Chetty Vs/ Desu Rangiah & Others² in support of his contention that so long as the lessee retains legal possession, inference of unlawful subletting cannot be drawn. He would take me through the relevant clauses of the Partnership Deed to demonstrate that no right was created in favour of Chandrakala Golapalli in respect of the suit premises with the Defendant-tenant. He would therefore submit that the ground of unlawful subletting has erroneously been accepted.

6) In respect of the ground of bonafide requirement, Mr. Naphade would submit that that Plaintiff came up with a case of his children aged 20, 18 and 15 years and his wife desirous of

1 (2012) 8 SCC 148

2 1952 SCC OnLine Mad 38

commencing business in the suit premises. That the ages of Plaintiff's son were such that it was impossible for them to conduct any business. That in any case, the persons on whose behalf, the need was expressed were not examined, as the wife or the major son never stepped into the witness box. He invited my attention to the notice served prior to filing of the suit in which bonafide requirement for residence was expressed, whereas the Plaintiff pleaded in the plaint that his wife and sons wanted to commence business in the suit premises. He would draw my attention to the evidence on record to demonstrate that several other premises are available for the Plaintiffs. He would therefore submit that neither the need was established nor hardship could be proved and that therefore the ground of bonafide requirement also ought to have been rejected. He would pray for setting aside the decrees passed by the Trial and the Appellate Courts.

7) The Revision Application is opposed by Mr. Patil, the learned counsel appearing for the Respondent/Plaintiff. He would submit that Defendant's witness himself admitted that the structure is authorised and therefore the defence raised by Defendants about non-maintainability of the Suit under provisions of Section 3 of the MRC Act had no legs to stand. That Defendant Nos.1 to 3 raised mutually destructive pleas of protection of their tenancy and after enjoying protected tenancy for several years, they raised conflicting defence of their tenancy not being covered by the provisions of the M.R.C. Act to somehow defeat Plaintiff's suit on the ground of jurisdiction. That it has come in evidence that the structures have been constructed prior to the datum line of 1962 and are thus tolerated structures. So far as the ground of default in payment of rent is concerned, Mr. Patil would submit that both the Courts have rightly appreciated the position that Defendants-tenants did not make good the default in rent after receipt

of the demand notice and did not deposit 15% interest nor costs of the suit within 90 days of service of suit summons. That the deposit of arrears of rent made by them in pursuance of permission granted by the Court did not conform to the requirement under Section 15(3) of the Act. That even during pendency of the suit, Defendants-tenants committed repeated defaults by not regularly depositing the amount of rent. That therefore the ground of default in payment of rent has rightly been accepted. So far as the ground of subletting is concerned, Mr. Patil would submit that Defendant No.3 on his own disclosed Partnership Deed between his wife (Defendant No.2) with Chandrakala Golapalli. That the wife who executed the Partnership Deed, did not step into the witness box to prove that partnership deed did not involve putting Chandrakala Golapalli in exclusive possession. That the Partnership Deed was deliberately executed with a view to avoid decree for eviction on the ground of unlawful subletting. On the issue of bonafide requirement, Mr. Patil would submit that the Plaintiff has large family consisting of 6 family members and that they are in dire need of the suit premises. That Defendants-tenants on the contrary have atleast three premises. That therefore the ground of bonafide requirement has also been rightly accepted by the Trial and Appellate Courts. Mr. Patil would submit that the concurrent findings recorded by the Trial and the Appellate Courts do not warrant any interference in exercise of revisionary jurisdiction by this Court. He would pray for dismissal of the Revision Application.

8) Rival contentions of the parties now fall for my consideration.

9) The first issue strenuously sought to be agitated by Mr. Naphade is about maintainability of the suit. In fact this Court finds it

quite perplexing as to why Defendant-tenants have sought a declaration that the suit premises are not governed by the provisions of the M.R.C. Act. This is done only for the purpose of somehow defeating Plaintiff's action for eviction on the ground of jurisdiction. If it is proved that the tenancy of Defendant-tenants is not governed by the provisions of the M.R.C. Act, Plaintiff would then have to file a suit under Section 41 of the Presidency Small Causes Courts Act, 1882 (**PSCC Act**) for eviction of the Defendants. Thus, the only intention behind raising the issue of jurisdiction and maintainability was to somehow drive the Plaintiff to another round of lengthy litigation and enjoy possession of the premises in the meantime. Otherwise, if the Court was to hold that the tenancy of the Defendant-tenants was not protected under the provisions of the M.R.C. Act, their eviction would otherwise become imminent, in absence of rent control protection and could be effected by mere service of notice of termination without any need for establishing any of the grounds under Section 15 or 16 of the M.R.C. Act. However, since Plaintiffs would then have to institute a fresh suit under Section 41 of the PSCC Act. Defendants took the risk of raising self-destructive defence of their tenancy not being covered by the provisions of the MRC Act ignoring the position that such defence would remove the protective umbrella of rent control legislation and would entail their summary eviction. This Court therefore deprecates the said defence taken by Defendant-tenants.

10) Having appreciated the ill-intention on the part of the Defendant-tenants in raising the objections of jurisdiction and maintainability, I now proceed to examine whether there is any merit in the said objection. The provisions of Section 3 of the M.R.C. Act deals with exemption from application of the Act to the prescribed premises. Section 3 of the Act provides thus :

3. Exemption.

(1) This Act shall not apply ----

(a) to any premises belonging to the Government or a local authority or apply as against the Government to any tenancy, licence or other like relationship created by a grant from or a licence given by the Government in respect of premises requisitioned or taken on lease or on licence by the Government, including any premises taken on behalf of the Government on the basis of tenancy or of licence or other like relationship by, or in the name of any officer subordinate to the Government authorised in this behalf, but it shall apply in respect of premises let, or given on licence, to the Government or a local authority or taken on behalf of the Government on such basis by, or in the name of, such officer;

(b) to any premises let or sub-let to banks, or any Public Sector Undertakings or any Corporation established by or under any Central or State Act, or foreign missions, international agencies, multinational companies, and private limited companies and public limited companies having a paid up share capital of more than rupee one crore or more.

Explanation.- For the purpose of this clause the expression "bank" means,-

- (i) the State Bank of India constituted under the State Bank of India Act, 1955;
- (ii) a subsidiary bank as defined in the State Bank of India (Subsidiary Banks) Act, 1959;
- (iii) a corresponding new bank constituted under section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 or under section 3 of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1980; or
- (iv) any other bank, being a scheduled bank as defined in clause (e) of section 2 of the Reserve Bank of India Act, 1934.

(2) The State Government may direct that all or any of the provisions of this Act shall, subject to such conditions and terms as it may specify, not apply-

- (i) to premises used for public purposes of a charitable nature or to any class of premises used for such purposes;
- (ii) to premises held by a public trust for a religious or charitable purpose and let at a nominal or concessional rent;
- (iii) to premises held by a public trust for a religious or charitable purpose and administered by a local authority; or
- (iv) to premises belonging to or vested in an university established by any law for the time being in force.

Provided that, before issuing any direction under this sub-section, the State Government shall ensure that the tenancy rights of the existing tenants are not adversely affected.

(3) The expression "premises belonging to the Government or a local authority" in subsection (1) shall, notwithstanding anything contained in the said sub-section or in any judgment, decree or order of a court, not include a building erected on any land held by any person from the Government or a local authority under an agreement, lease, licence or other grant, although having regard to the provisions of such agreement, lease, licence or grant the building so erected may belong or continue to belong to the Government or the local authority, as the case may be, and such person shall be entitled to create a tenancy in respect of such building or a part thereof.

11) Thus, the provisions of the M.R.C. Act do not apply to premises belonging to Government and local authorities. However subsection (3) of Section 3 clarifies that the expression 'premises belonging to Government or a local authority' used in sub-section (1) shall not include a building erected on any land held by any person from Government or a local authority under an agreement, lease, license or other grant and the person is entitled to create a tenancy in respect of such building or part thereof. In other words, if the landlord constructs a building in pursuance of a lease granted in his favour by Government or a local authority, the lease-deed must permit creation of tenancy in the building so constructed.

12) There is no dispute to the position that Plaintiff held lease in respect of the land on which the suit premises are constructed. The Defendant-tenants however came out with a case that Plaintiff/his ancestors constructed unauthorised structure on government land and that therefore provisions of Section 3(3) would have no application to the present case. To prove his case, Defendant-tenants examined two witnesses from Municipal Corporation (**MCGM**) and City Survey office. Though the witness from M.C.G.M. (Milind Madhav Kulkarni) deposed that MCGM had not approved the plans in respect of the structure standing at C.T.S No.588 of Bandra village, the witness from the City

Survey office (Prakash Bhikaji Sukade) emphatically deposed that '*those structures are authorised structures*'. Furthermore, MCGM witness-Mr. Kulkarni himself did not appear confident about the fact whether the structure was authorised or not. He deposed in the cross-examination that he did not have any record to show that the structure was unauthorised.

13) Since the Defendant-tenants came out with a case that the suit was not maintainable on account of provisions of Section 3 of the M.R.C. Act, the burden was on them to prove that the premises belonged to the Government or local authority and there was restrictive covenant on creation of tenancy in the lease. Defendant-tenants have failed to discharge the said burden. The objection of maintainability of the suit is thus rightly rejected.

14) In fact, this Court does not appreciate the conduct of Defendant-tenants in raising the plea of jurisdiction. Defendant-tenants secured entry into the suit premises by admitting the title of the Plaintiff and when it came to their ejection, they started questioning Plaintiff's title by contending that the premises belonged to the Government. Such an act on the part of the Defendant-tenants is clearly prohibited under the provisions of Section 116 of the Indian Evidence Act.

15) So far as the ground of arrears of rent is concerned, it appears that the suit was preceded by notice dated 16 August 2005 in which clear demand for arrears of rent from January 2005 at the rate of Rs.250/- per month was made. It is an admitted position that Defendant-tenant did not clear the arrears within 90 days of receipt of the demand notice. They had second opportunity of making good the

default in payment of rent by depositing in the Court the entire amount of rent then due together with 15% interest and costs of the suit within 90 days of service of suit summons. The summons was served on 4 February 2006. No doubt the Defendant-tenants filed application on 13 February 2006 for depositing arrears of rent but could not actually deposit the same within a period of 90 days of service of suit summons. Even of some leeway is to be granted to Defendant-tenant in respect of the delay of few days beyond permissible period of 90 days on account of deposit being impermissible in absence of order passed by the Court, it is an admitted position that neither did Defendants-tenants apply for, nor sought permission for and in any case, did not deposit 15% interest and costs of the suit which are also mandatory requirements under Section 15(3) of the M.R.C. Act. To make things worse for the Revision Applicants, there is a finding of fact recorded by the Appellate Court on perusal of the cash-book that Defendants-tenants committed multiple defaults in payment of rent during pendency of the suit.

16) A rent control legislation seeks to protect tenants from rent escalation and eviction so long as the tenant pays and is willing to pay the rent in respect of the tenanted premises. Therefore, for continuation of protected tenancy, the least that is required to be done by a tenant is to continue to pay rent in respect of the tenanted premises to the landlord regularly. The moment the Court finds out that the tenant is not regular in payment of rent or commits default in payment thereof, passing of decree for eviction of the tenant becomes imminent. After all, rent represents some form of return for the landlord on the investments made on land and building. On account of freezing of the standard rent by virtue of provisions of the MRC Act, the landlord is prohibited from increasing the rent in respect of tenanted premises. However, if the tenant delays payment of rent or commits a default in

payment of even such paltry sum of rent, the least that the tenant must suffer is a decree for ejectment. This is the exact reason why there is a conscious incorporation of provision for compulsory deposit of 15% interest under provisions of sub-section (3) of Section 15 of the MRC Act. A tenant who fails avail the first opportunity of making good the default in payment of rent is granted a second opportunity of obviating a decree for eviction by depositing in the Court, the entire amount of arrears of rent then due, 15% interest thereon and costs of the suit. The provision for compulsory deposit of 15% interest and costs of the suit is consciously incorporated under sub-section (3) of Section 15 of the MRC Act, as the tenant has, by then, failed to avail the first opportunity of making good the default after receipt of demand notice and invited a suit against him and has pushed the landlord to incur expenditure in institution of the suit. The law however, does not permit eviction of tenant, even if he fails to deposit the rent after receipt of the demand notice and gives him a second opportunity of making the good default in payment of rent by depositing the same in the Court within 90 days of service of suit summons. However, this second opportunity of obviating a decree for eviction is qualified by compulsory requirement of depositing 15% interest on arrears of rent as well as costs of the suit. The provision for deposit of interest and costs is aimed at ensuring that the landlord who receives the rent after delay is made to incur expenditure on filing of ejectment action is compensated by way of 15% interest and costs deposited by the tenant. If the tenant scrupulously deposits the entire arrears of rent, together with 15% interest and costs; and continues to deposit the rent regularly during pendency of the suit, the Court is left with no option but to dismiss the suit. Thus, the protection in the form of second opportunity to tenant by depositing the arrears of rent with interest and costs, which, if availed results in dismissal of the suit, must be scrupulously complied with. The Courts

do not have discretion of waving off the requirements prescribed under Section 15(3) of the M.R.C. Act.

17) In the present case, Defendant-tenants have not only failed to deposit the interest and costs, but were found to have committed defaults during pendency of the proceedings as well. In my view, therefore the ground of default in payment of rent has rightly been accepted by the Trial and the Appellate Courts.

18) Having held that the ground of default in payment of rent is rightly accepted, it was not necessary for the Plaintiff to establish any other ground and the eviction decree can be sustained on the ground of default alone. However, since the other two grounds of unlawful subletting and bonafide requirement are also concurrently accepted, it would be apposite to quickly deal with them as well. The discussion on the ground of unlawful subletting and bonafide requirement is however brief keeping in mind the concurrent findings of fact involving those two grounds and limitation on revisional jurisdiction of this Court under Section 115 of the Code.

19) The allegation of unlawful subletting was earlier pleaded *qua* Defendant No.4. However, during the course of evidence Defendant No.3-Jaiprakash Bagoria, he produced the copy of Partnership Deed executed between Defendant No. 2 (his wife) and Chandrakala Golapalli. Partnership Deed is shown to have been executed between Defendant No.2-Kiran Jaiprakash Bagoria and Chandrakala Golapalli, under which the workshop was to be used in partnership by the duo. The Trial Court has recorded a finding of fact that the Partnership Deed was a bogus document created for avoiding the ground of unlawful subletting. The Appellate Court has held that no documents in the form of Books of accounts, profit & loss statements, income and expenditure, balance

sheet etc of partnership business was produced. Both the Courts have concurrently held that there is unlawful subletting in favour of Chandrakala Golapalli who is ultimately found to be using the suit premises. In exercise of revisionary jurisdiction, this Court cannot enter into the realm of re-appreciation of evidence and record findings contrary to the one concurrently recorded by the Trial and the Appellate Courts.

20) Reliance by Mr. Naphade on judgment of *Ibrahim Uddin* (supra) does not cut any ice. In the present case, Defendant-tenants produced the partnership deed and the burden was on them to prove that the partnership had any real business and in absence of production of any documents by the Defendant-tenants, the Trial and the Appellate Courts have rightly held the Partnership Deed to be a bogus document created only for saving the decree for ejectment. Since the Plaintiff did not wish to rely upon Partnership Deed nor the burden was on the Plaintiff to prove non-conduct of any business of partnership, it was not necessary for the Plaintiff to issue any notice to produce the documents. The judgment in *Ibrahim Uddin* has thus no application to the facts of the present case. So far as the judgment in *Gundalapalli Rangamannar Chetty* (supra) is concerned, there is nothing on record to indicate that Defendant No.2 actually conducted or transacted any business from the suit premises by remaining in possession thereof. Therefore, even legal possession of the suit premises is not proved. Execution of Partnership Deed itself appears to be aimed at the sole purpose of avoiding the decree for eviction. Therefore, the covenants therein cannot be relied upon for inferring that the legal possession of the suit premises remained with the Defendant-tenants.

21) So far as the ground of bonafide requirement of Plaintiff is concerned, both the Courts have concurrently accepted the same. It has come in evidence that Plaintiff does not have any other commercial premises for conduct of business. The ages of Plaintiff's children at the time of filing of the suit alone cannot be a ground for disbelieving the need of the family. On the contrary, the evidence on record indicates that the Defendant-tenants have atleast 3 other premises at Kher Nagar, Kherwadi and a Room on Plot No.71. Defendant Nos. 2 and 3 otherwise do not conduct any business in the premises, which are found to have been let out to an outsider through camouflage of partnership. In my view, therefore the ground of bonafide requirement has been rightly accepted in the facts and circumstances of the present case.

22) The conspectus of the above discussion is that the Revision Applicants have failed to demonstrate the element of perversity in the concurrent findings recorded by the Trial and the Appellate Courts. The ground of default in payment of rent itself was sufficient for upholding the decree for eviction. Additionally, the grounds of unlawful subletting and bonafide requirement are also concurrently answered in favour of the Plaintiff and against the Defendant-tenants. No case is therefore made out for interference by this Court in exercise of jurisdiction under Section 115 of the Code. The Revision Application is thus devoid of merits. It is accordingly **dismissed**. In view of dismissal of Revision Application, the Interim Applications taken out therein do not survive. The same also stand disposed of.

23) Considering the deplorable conduct of Revision Applicants in raising the self-destructive allegation of suit premises being unauthorised for seeking dismissal of the suit on the ground of maintainability, aimed at driving Plaintiffs to another round of

litigation, costs of Rs. 25,000/- are imposed on them, to be paid to the Plaintiffs.

24) Considering the facts and circumstances of the case, the Revision Applicants are granted time upto 28 February 2025 to vacate the suit premises subject to non-creation of any third-party rights therein. Plaintiffs are permitted to withdraw the amounts deposited towards interim compensation.

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[SANDEEP V. MARNE, J.]