
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO. 292 OF 2026

SHANTILAL P. SISODIA

...APPLICANT

Versus

M/S. JAI AMBE DEVELOPERS, A PARTNERSHIP
FIRM THROUGH ITS PARTNER MR. RAVI K.
BHARAPURIA

...RESPONDENT

WITH
CIVIL REVISION APPLICATION NO. 295 OF 2026
WITH
CIVIL REVISION APPLICATION NO. 293 OF 2026

Mr. Parag Tilak a/w Mr. Gandhar Raikar, Ms. Iyanah Parbhoo
& Ms. Ria Pai i/b Meraki Chambers, *learned counsels for the
Applicants.*

Mr. Prasad Dani, Senior Counsel a/w Mr. Anil L. Gala & Mr.
Kaivalya Raut i/b Mr. Neel Gala, *learned counsels for the
Respondent.*

CORAM : ARUN R. PEDNEKER, J.

DATE : 31st AUGUST, 2026.

Per Court :

1. Heard learned counsel appearing for the parties.

2. In all the three Civil Revision Applications, the subject matter is connected, as the Applicants are the members of one family and the Respondent is same. Hence, at the request of learned counsel for the parties, all the three matters are taken up together for disposal.

3. By the present Civil Revision Applications, the Applicants are family members and tenants of the suit premises i.e. adjacent three rooms on the Ground Floor of Gaurishankar Chawl, Tara Chawl, Irla Gavthan, Vile Parle-West, Mumbai-400 056, have challenged the judgment and decree dated 9th February, 2026 passed in Appeal No. 96 of 2024 and Cross Objection No. 11 passed by the Division Bench of learned Small Causes Court (Bandra Division), whereby the Appellate Bench has upheld the judgment dated 20th July, 2024 of learned Small Causes Court, directing eviction of the Applicants on the ground of non-payment of rent under Section 15(3) of the Maharashtra Rent Control Act, 1999 (**“the Rent Act”**). The Appellate Bench has also allowed the Cross Objection and set aside the judgment and decree of learned Trial Court on the ground of permanent alterations and additions to the suit premises and directed eviction of the Applicants on the said ground also.

4. The facts giving rise to the present Civil Revision Applications, in brief, are that the original Plaintiff/Responent Firm herein, is the owner of the suit property along with the structures standing thereon i.e. Tara Gaurishankar Chawl, Irla Goathan, Irla

Passage Road, Vile Parle-West, Mumbai-400 056 bearing CTS Nos. 741 and 741/1 to 9 and the Applicants herein/original Defendants are the monthly tenants in respect of the suit premises, i.e. the rooms on the Ground Floor in respect of the suit property at the monthly rent of Rs. 280.50 inclusive of all taxes and permitted increases.

5. It is the case of Plaintiff/Respondent-Firm that the Defendants/Applicants had not paid rent from June 2006 to March 2009 @ of Rs. 280.50 per month. Therefore, the Plaintiff-Firm had issued notice dated 16th February, 2009 under Section 15 of the Rent Act. The Defendants failed to pay the arrears of rent in terms of the notice, as such the Plaintiff-Firm was constrained to file a suit for eviction. The suit of eviction was filed for non-payment of rent, so also the additions and alterations in the suit premises and other ground of creating nuisance in the suit property.

6. On receipt of the summons on 16th September, 2009, the Defendants filed an application for deposit of rent along with fixation of standard rent on 24th November, 2009. Learned Trial Court has fixed the standard rent at Rs. 280.50 per month by passing an order dated 30th September, 2010 directing the Defendants to deposit the rent and accordingly, the Defendants had deposited the outstanding rent on 25th October, 2010.

7. During pendency of the proceedings before learned Trial Court, the Defendants failed to deposit the rent on two occasions for

the period from 1st January, 2010 to 30th September, 2012 (for 33 months) and from 1st October, 2012 to 30th September, 2013 (for 12 months).

8. The application for deposit of outstanding rentals as per standard rent was allowed on 30th September, 2010. The Applicants had deposited the rent for 48 months from 1st January, 2006 to 31st December, 2009 in terms of the order passed in the application at Exhibit-59. However, the Applicants failed to deposit rentals from 1st January, 2010 onwards. Thereafter the Applicants again filed an application at Exhibit-26 after 33 months on 30th September, 2012 for deposit of rentals. The said application was allowed subject to the right that has accrued in favour of the Plaintiff-Firm to seek eviction of the Applicants under Section 15(3) of the Rent Act.

9. Thereafter, once again there was a default in payment of rent from 1st October, 2012 to 30th September, 2013 for 12 months. However, the application at Exhibit-32 for deposit of rent was made by the Applicants in March 2013, i.e. after a default period of 6 months, which was allowed on 21st September, 2013. The said order was passed after condoning the delay.

10. On considering the material on record, learned Trial Court directed the eviction of Applicants under Section 15(3) of the Rent Act and dismissed the suit on the grounds of permanent alterations and creating nuisance in the suit premises.

11. The Applicants had filed an Appeal before the Appellate Court challenging the judgment and decree passed against them. So also the Cross Objections were filed by the Respondent challenging the dismissal of the suit on the grounds of permanent alterations and creating nuisance in the suit premises. The Appellate Court confirmed the judgment and decree of learned Trial Court on the ground of non-payment of rentals under Section 15(3) of the Rent Act. The Appellate Court has set aside the judgment and decree on the grounds of permanent alterations in the suit premises and directed eviction of the Applicants from the suit premises. However, learned Appellate Court dismissed the Appeal by the landlord on the ground of nuisance. Challenging the order passed by the Appellate Court, the present Civil Revision Applications are filed by the Tenants-Applicants.

12. Learned counsel for the Applicants submits that the demand notice dated 16th February, 2009 issued by the Respondent-Landlords itself is misconceived, as the rent for the suit premises was Rs. 28.50 per month and that the Applicants had paid rentals at the rate of Rs. 30/- per month through money orders, which were refused by the landlord and as such, no Suit for eviction could have been filed by the Respondent under Section 15(2) of the Rent Act, as there was no due amount payable to the landlord.

13. Learned counsel for the Applicants particularly relied upon the judgment of this Court in the cases of ***Vinayak Narayan***

Deshpande and Others v/s. Deelip Prahlad Shisode¹, wherein at paragraphs 13 to 15, this Court has observed as follows :-

“13. At first blush the submission of Mr. Haridas, regarding non-payment of rent appears to be attractive. However, on a careful reading of section 15 of the Maharashtra Rent Control Act, in my opinion, his arguments are not tenable. Section 15 provides that where a landlord is seeking the tenant's eviction from any premises, he may not do so on the ground of non-payment of rent so long as the tenant pays or is ready and willing to pay the amount of standard rent and permitted increases in rent and performs other conditions of tenancy in consonance with the provisions of the Maharashtra Rent Control Act. The landlord gets a right to institute a suit for recovery of possession from the tenant on the ground of non-payment of standard rent or permitted increases, when after serving a notice upon the tenant in the manner prescribed under section 106 of the Transfer of Property Act, 1882, the tenant fails to pay the rent for 90 days after receiving the notice of demand. This notice must clearly, as laid down by various judgments of the Supreme Court as well as this Court, specify that the notice has been issued on the ground of non-payment of rent or arrears of rent. The demand for arrears cannot be inflated or be untenable as then the notice itself would be bad as held in the case of Ganpat vs. Motilal Champalal Lunawat and anr. A learned Single Judge of this Court was considering the provisions of section 12(2) of the Bombay Rents, Hotel and Lodging House Rates (Control) Act. The provisions of section 12 are pari materia with the provisions of section 15 of the Maharashtra Rent Control Act.

14. It is only when the demand notice is issued in accordance with law that a suit can be instituted and a decree can follow if the landlord establishes that the tenant is in arrears of rent.

¹ 2010(3) Mh.L.J. 807.

However, the tenant can avoid a decree on this ground if after institution of the suit and within 90 days of the receipt of the summons of the suit, the tenant pays or tenders in Court the standard rent and permitted increases with simple interest on the arrears @ 15% p.a. and, thereafter, continues to pay or tender in Court regularly such standard rent and permitted increases. Therefore, unless the demand notice itself is legal, the question of the tenant depositing the arrears or tendering the arrears and continuing to pay the arrears in Court would not arise. However, if the tenant chooses not to pay the arrears, as required under section 15(3) of the Maharashtra Rent Control Act, the landlord cannot be denied a decree for ejectment on the ground of default in payment of rent, if he proves that the tenant is in arrears of rent.

15. In the present case, the trial Court has considered the evidence on record and held that the landlords had not established the fact that they were entitled to recover the rent from August, 1999 i.e. even prior to the purchase of the property by them. The trial Court has considered the coupons of the money order which were produced on record at Exhibit "48", "48-A to 68-A" and "68" and found that the rent was paid to the erstwhile landlord. The trial Court has also held that the plaintiffs had failed to prove that they had the right to claim the rent prior to March, 2000."

14. Learned counsel for the Applicants submits that when the demand notice itself is inflated or untenable, then such a notice itself would be bad and no suit could be filed on the basis of such notice. Learned counsel submits that suit itself is misconceived and ought to have been dismissed on the ground of payment of rentals.

15. Learned counsel for the Applicants also relied upon the judgment of the Bombay High Court at Goa in the case of ***Ms. Kusum Pandari Naik and Another v/s. Mrs. Kamal Soman Naik Raikar @ Shobhavati N. Parpati (since deceased) through legal heirs***², wherein this Court has permitted deposit of rent even after a period of 7 years as sufficient cause was shown. Learned counsel submits that there was sufficient cause in making belated payment.

16. Learned counsel for the Applicants has also relied upon the judgment of this Court in the case of ***Abhay Dushyant Desai v/s. K. C. Chheda & Co.***³, to contend that the word ‘regularly’ used in sub-section (3) of Section 15 cannot be interpreted to mean that the legislature has intended mathematical punctuality in the matter of deposit of rent on a particular date for extending the benefit of protection from eviction under Section 15(3) of the Rent Act. So long as the Court is satisfied that the tenant showed reasonable punctuality in the matter of deposit of rent, protection under Section 15(3) of the Rent Act, will have to be necessarily extended to the tenant.

17. Learned counsel further submits that where the delay has been condoned in depositing the rent, the default under Section 15(3) of the Rent Act stood condoned.

² Writ Petition No. 286 of 2023 decided on 14th June, 2023.

³ 2024 SCC OnLine Bom 1934.

18. *Per contra*, learned senior counsel for the Respondent points out that in the reply to the notice dated 16th February, 2009, the Applicants have specifically accepted that the monthly rent is of Rs. 285/- (This fact is clarified by the Applicants that there is a typing error in the interim application at page no. 313, paragraph 7.).

19. Learned senior counsel for the Respondent has also taken me through paragraph 3 of the application for deposit of arrears, wherein the Applicants have stated that they be permitted to deposit the arrears of rental at the increased rate of Rs. 280.50 per month in the Court from the period 1st January, 2006 till 30th December, 2009 along with simple interest thereon at the rate of 15% per annum and to deposit the cost of suit as may be directed.

20. Prayer clause (d) of the Civil Revision Applications also indicate that the Applicants prayed to deposit from 1st January, 2010 monthly recurring rent at the rate of Rs. 30/- as per the interim standard rent that may be fixed by the Court.

21. Learned senior counsel has taken me through the order dated 30th September, 2010 passed in Exhibit-15, wherein the learned Trial Court fixed the rental at Rs. 280/- per month from June 2006 to March 2009. Learned senior counsel further submits that the Court has also held that since the Defendants themselves have shown readiness to deposit the arrears of rent @ Rs. 280.50 per

month, the interim standard rent along with permitted increase of the suit premises is also fixed @ Rs. 280.50 per month. The order was passed on 30th September, 2010 directing the Applicants to deposit the rent @ Rs. 280.50 per month from 1st January, 2006 to 31st December, 2009 along with interest @ 15% per annum and thereafter monthly rental to be paid @ Rs. 280.50.

22. Since the standard rent as well as the rent paid by the Defendants/Tenants/Applicants is Rs. 280.50 per month and there is no finding that the rent payable by the Defendants is Rs. 30/- per month, the first submission of the Applicants that the notice is defective and the suit based on notice is misconceived, cannot be accepted.

23. In this regard, the learned counsel for the Applicants has made an attempt to point out the deposition of parties. He pointed out the cross-examinations of the Plaintiff and Defendants to indicate that the rent payable should have been @ Rs. 28.50 per month, however in the Civil Revision Applications, re-examination of the evidence to ascertain standard rent, being factual in nature cannot be entertained. Both the Courts have concurrently held that the rent payable is @ Rs. 280.50 per month. In absence of any finding that the rent payable is Rs. 30/- per month and that the notice dated 16th February, 2009 being for an exaggerated amount, the submission of learned counsel for the Applicants that the notice is defective cannot be accepted.

24. In the case of ***Vinayak Narayan Deshpande and Others*** (*supra*) relied upon by the Applicants, the rent was already deposited to the earlier landlord and therefore, it would cover a different aspect altogether.

25. Even if it is the case of Applicants that the arrears are inflated, it is available for the tenant to apply for the standard rent and the standard rent itself is fixed @ Rs. 280/- per month.

26. Coming to the defaults and particularly that a reasonable cause is made out for delayed payment. Even after the order is passed on 30th September, 2010 for the payment of said rent, the amount is only paid for the period from 1st January, 2006 to 31st December, 2009. The next application is filed after 24 months of the order dated 30th September, 2010 and the default already was of 33 months. Such an application was allowed subject to the right of the original Plaintiff to seek eviction.

27. The next default is of 12 months, but the application is made within 6 months on 14th March, 2013. Even this default is substantial though an application is made after 6 months and allowed after another 6 months, the default is of 12 months. This Court cannot apply the judgment of this Court in the case of ***Abhay Dushyant Desai*** (*supra*) in favour of the Applicants in the present instance as the defaults are very large.

28. In the case of ***Abhay Dushyant Desai*** (*supra*), the fact situation is different and the defaults are of minor nature, particularly at paragraph 32, the chart of default is noted as under :-

“32. Thus, Appellate Bench has recorded a finding on perusal of record and receipts issued by the Court that the Defendant was depositing the rent, but he was not regularly depositing the rent in the Court. By recording this finding, the Appellate Bench appears to have denied the benefit of Section 15(3) of the Act to the Applicant-tenant. Mr. Naik has taken me through the statement placed on record at Exhibit-N to the petition showing deposits made in the Court from time to time during pendency of the suit. After going through the said statement, it appears that during the long period between 2005 to 2023, when suit and Appeal remained pending, Applicant-Tenant was almost regular in depositing the amount of rent. There have been only five occasions during the long period of 18 years, where there was some delay on the part of the Applicant-tenant in depositing the rent.

The said five occasions are as under :

Sr. No.	Date	Delay
i.	19.03.2008	2 months 23 days
ii.	02.02.2011	22 days
iii.	05.03.2012	1 month 25 days
iv.	04.08.2016	26 days

v.	04.12.2020	5 months Covid-19 SOP

29. The highest default is of 5 months during the Covid-19 SOP period. Leaving aside the Covid-19 SOP period, the default was, over 4 occasions highest of 2 months and this was over a period from the year 2005 to 2023 i.e. nearly for about 17 years. In the instant case, the default is substantial and would fall foul of sub-section 3 of Section 15 of the Rent Act.

30. There is a concurrent judgment against the Applicants as regards the non-payment of rent is concerned. This Court has found no error in the judgment of the Courts below. In view of the same, no case is made out to interfere with the impugned orders directing eviction on the ground of default in the payment of rent.

31. I am not examining the next aspect of the Appellate Court's judgment relating to alterations made in the suit property, since the Applicants failed to make good their first submission as regards the default in payment of rent.

32. In view of the above, all the three **Civil Revision Applications are dismissed** and disposed of accordingly.

33. Learned counsel for the Applicants seeks stay to the eviction for a period of 3 months and submits that he would file an undertaking within 3 weeks and deposit entire outstanding compensation before the learned Small Causes Court from February 2026 till date.

34. Subject to unusual undertaking, the execution of application is stayed for a period of 12 weeks and the Applicants are also granted 12 weeks' time to deposit the outstanding amount and also to pay rentals month to month for next 12 weeks.

35. The stay is granted to enable the Applicants to approach the Hon'ble Supreme Court. If the Applicants fail to file an undertaking before this Court within 3 weeks, the stay granted today would stand automatically vacated.

[ARUN R. PEDNEKER, J.]

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