

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 10765 OF 2012

Bank of Maharashtra

.....Petitioner

: Versus :

1. Mrs. Gunwanti Kashinath Zarkar

(deceased through legal heirs)

1A. Purushottam Kashinath Zarkar

2. Estate Officer, Bank of Maharashtra

....Respondents

WITH

WRIT PETITION NO. 10766 OF 2012

Bank of Maharashtra

.....Petitioner

: Versus :

1. Shri. A. B. Satardekar

(deceased through legal heirs)

1A. Smt. Suhita Arjun Satardekar

1B. Shri. Parashar Arjun Satardekar

2. Estate Officer, Bank of Maharashtra

....Respondents

Mr. Amandeep Singh with Mr. Abhijit Ranjan, Ms. Ritika Yerra i/by
Chittaranjan Shah, Kay Legal and Associates LLP for the Petitioner.

Mr. Rajesh Parab for the Respondent No.1.

CORAM : SANDEEP V. MARNE, J.

JUDG. RESD. ON : 31 August 2026

JUDG. PRON. ON : 16 September 2026.

JUDGMENT:

1) The Petitioner-Bank has filed these Petitions challenging the judgment dated 1 September 2012 passed by the Learned Judge, City Civil Court, Mumbai allowing Misc. Appeal Nos. 74 of 2012 and 75 of 2012 and setting aside the eviction orders dated 16 May 2012 passed by Respondent No.2-Estate Officer in Eviction Case Nos.3 of 2007 and 7 of 2008.

Facts in Writ Petition No. 10766 of 2012:

2) Petitioner is a nationalized Bank incorporated under the Bombay Companies (Acquisition and Transfer of Undertakings) Act, 1970. There was a old structure located at Gadkari Chowk, Gokhale Road, Dadar (West) Mumbai-400 028. One Mr. Arjun Satardekar was the monthly tenant in respect of Room No.3 in the said chawl structure. It appears that the Bank of Maharashtra acquired the said chawl structure and became the owner thereof. The Petitioner-Bank a filed Suit against the tenant-Arjun Satardekar before the Small Causes Court under the Bombay Rent, Hotel and Lodging House Rates Control Act, 1947 (**Bombay Rent Act**) for eviction of the tenant. The suit was apparently dismissed and tenancy and possession of the tenanted premises continued with Mr. Arjun Satardekar. The Bank thereafter decided to redevelop the chawl by construction of a building and accordingly an agreement was executed on 18 December

1982 between the bank and the tenant-Arjun Satardekar in which the Bank agreed to provide premises in the new building and to accommodate the tenant temporarily during the redevelopment process. Accordingly, the old structure was demolished, and a new building was constructed and new premises were allotted to Mr. Arjun Satardekar being Room No.1 on the first-floor, admeasuring 240 sq.ft comprising of one room and a kitchen, bathroom, WC and loft (**tenanted premises**). After death of Mr. Arjun Satardekar, his legal heirs are occupying the tenanted premises.

3) The Bank terminated the tenancy by serving notice on the legal heirs of Arjun Satardekar and thereafter initiated eviction proceedings before the Estate Officer under the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (**PP Act**). The Estate Officer allowed the application by order dated 16 May 2012 and directed the Respondents to vacate possession of the tenanted premises.

4) Aggrieved by the order passed by the Estate Officer, Respondents filed Misc. Appeal No. 74 of 2012 in the City Civil Court at Mumbai. By judgment and order dated 1 September 2012, the City Civil Court has allowed the Misc. Appeal and has set aside the eviction order passed by the Estate Officer. Aggrieved by the judgment and order dated 1 September 2012 passed by the City Civil Court in Misc. Appeal No.74 of 2012, the Petitioner-bank has filed Writ Petition No. 10766 of 2012.

Facts in Writ Petition No. 10765 of 2012:

5) This Petition also involves creation of tenancy in the same building in which Shri. Dattatray Raut was the original tenant in respect of Room No.2A. The Bank had filed the suit for eviction of the tenant under the Bombay Rent Act on the ground of bonafide requirement before the Small Causes Court, which was dismissed. Since Bank desired to redevelop the chawl structure by constructing a building thereat, an Agreement dated 19 March 1981 was executed between the Bank and the wife of the original tenant-Smt. Janabai Raut. Under the agreement, the tenant agreed to handover possession of the old, tenanted premises for the purpose of reconstruction of the building and the Bank agreed to re-induct the tenant into the new premises admeasuring 200 sq.ft BUA comprising of one room, kitchen, bathroom and WC (**tenanted premises**). After reconstructing the building, the tenant was re-inducted into the tenanted premises on monthly rent of Rs.30/-.

6) The Bank terminated the tenancy by serving notice dated 3 December 2007. The Bank thereafter initiated eviction proceedings under the PP Act before the Estate Officer. By order dated 16 May 2012, the Estate Officer allowed the application filed by the Bank and directed the Respondents to vacate the tenanted premises. Aggrieved by the order dated 16 May 2012, the original respondent filed Misc. Appeal No.75 of 2012 before the City Civil Court at Mumbai. By judgment and order dated 1 September 2012, the City Civil Court allowed the Appeal and set aside the eviction order dated 16 May 2012 passed by the Estate Officer. The Petitioner-Bank has filed Writ Petition No. 10765 of 2012 challenging the

judgment and order dated 1 September 2012 passed by the Learned Judge, City Civil Court in Misc. Appeal No.75 of 2012 by which the eviction order dated 16 May 2012 passed by the Eviction Officer is set aside.

Submissions

7) Mr. Singh, the learned counsel appearing for the Petitioner-Bank submits that the City Civil Court has erred in allowing the Appeals preferred by the Respondents and in setting aside the eviction orders. He submits that Respondents do not enjoy the benefit of protected tenancy either under the Bombay Rent Act or under the Maharashtra Rent Control Act, 1999 (**MRC Act**). That they are mere monthly tenants whose tenancy can be validly terminated by issuing notice under Section 106 of the Transfer of Property Act, 1882 (**TP Act**). He submits that the issue of non-application of provisions of the Rent Act and permissibility to evict tenants under the provisions of the PP Act is now well settled by the judgment of the Apex Court in **Life Insurance Corporation of India Versus. Vita**¹. He relies on judgments of this Court in **Vishwas Krishnarao Gangurde since deceased through his legal representatives Versus. Bank of India**² and **Life Insurance Corporation of India Versus. Abhishek Vasant Chavan**³. Mr. Singh further submits that in Writ Petition No. 10765 of 2012, the City Civil Court has grossly erred in holding that the agreement executed with the tenant contemplated grant of any permanent alternative accommodation. He submits that the tenant in that case is merely inducted as a monthly tenant and there was no

1 2025 SCC Online SC 2772

2 WP NO. 6715 of 2021 decided on 26 February 2026

3 CRA No. 24 of 2022 decided on 3 July 2026.

creation of perpetual lease. That the City Civil Court has also erred in assuming that permanent tenancy was created through a registered agreement. That the concerned agreement has not been registered.

8) Mr. Singh further submits that in both the cases, the Bank never intended to create perpetual tenancy/lease. That since protection under Rent Act is not available to the tenants, Bank is entitled to terminate the tenancy. That upon termination of tenancy, the occupation of Respondents is rendered unauthorized and therefore the Estate Officer has rightly exercised the jurisdiction under the provisions of the PP Act.

9) Mr. Singh further submits that the City Civil Court has erroneously recorded a finding of *res judicata*. He submits that mere dismissal of earlier suit by the Small Causes Court on assumption of protected tenancy on bonafide grounds cannot be a bar on Estate Officer exercising jurisdiction under the PP Act. That under the PP Act, Petitioner-Bank is not even required to establish bonafide requirement once the occupation is proved to be unauthorized. He therefore prays for setting aside the impugned orders passed by the City Civil Court.

10) Per contra, Mr. Parab, the learned counsel appearing for the Respondents in both the petitions, opposes them. He submits that the City Civil Court has rightly set aside the impugned eviction orders. That Respondents are not trespassers or unauthorized occupants of the premises. That they are lawful tenants way before the old structure/chawl was purchased by the Bank. That Banks suits for bonafide requirement

were dismissed. The Bank has acknowledged and accepted the right of the Respondents to occupy the premises and has executed specific agreements with the Respondents. That the Agreements are in the form of allotment of PAAs while redeveloping the building. That the Bank has clearly represented to the Respondents that they are entitled to permanently occupy the premises in the new building which are virtually like ownership. He submits that, by adopting a shortcut method under the PP Act, the Bank is seeking to evict the Respondents from the premises. Thus, the Respondents are lawful tenants and not merely unauthorized occupants. He relies on judgment of Division Bench of this Court in **Nusli Neville Wadia Versus. New India Assurance Co. Ltd.**⁴ to contend that lawful tenants cannot be evicted by having recourse to the provisions of the PP Act. He also relies on Circular issued by the Government of India on 30 May 2022 directing that the provisions of PP Act cannot be enforced for the purpose of eviction of lawful tenants. Mr. Parab accordingly prays for dismissal of the petitions.

Reasons and Analysis

11) Respondents/original tenants were inducted in the premises in the old structure/chawl. The Bank had apparently initiated eviction proceedings against the tenants of both the premises in the year 1965. In respect of the tenant-Arjun Satardekar, R.A.E. Suit No. 8017 of 1965 was filed in the Small Causes Court at Mumbai- seeking recovery of possession of the premises on the ground of bonafide requirement. The suit was dismissed by judgment and decree dated 25 August 1970. The decree has

4 2006 3 MH.L.J. 713

attained finality as the Petitioner-Bank did not challenge the same. Similarly, *qua* the tenant-Dattatray Vishnu Raut, R.A.E. Suit No. 4432 of 1965 was filed, which was also dismissed on 25 August 1970 and the decree passed in that Suit has also attained finality.

12) The Petitioner-Bank wanted to redevelop the old structure/chawl and accepted the right of the tenants to occupy their respective premises, it therefore decided to make an arrangement for re-induction of the tenants in the new building. Accordingly, two agreements were executed with the tenants of both the premises. The agreement dated 19 March 1981 was executed with Janabai Vishnu Raut which is an unregistered agreement. Under that agreement, the Petitioner-Bank agreed to induct the said tenant in new premises in the building on the rent of Rs.30/- per month. Clause 8 of the agreement dated 19 March 1981 reads thus:

8. The party of the One Part shall charge the rent at Rs. 30/- per month for an area of 200 Square Feet inclusive of all permitted increases during the material time when the party of the One Part will put the party of the Other Part in possession of the new flat. In the event, the rateable value of the new flat is assessed in excess of Rs. 30/- per month as rent for the purpose of assessing the same under Section 162(2) and 167 of the Bombay Municipal Corporation Act, the party of the One Part shall not be entitled to claim any taxes or increases of taxes on account of the rateable value so determined and fixed in excess of Rs. 30/- per month, as the party of the One Part shall charge the rent in respect of the new flat at Rs. 30/- per month inclusive of all permitted increases on the day when they hand over the possession to the party of the Other Part. However, the Tenant shall bear the electricity charges of the new flat as per the individual electric meter and water charges on prorata. The party of the One Part shall provide the separate water meter for the new flat to be allotted by them to the party of the Other Part.

13) So far as the tenant-Arjun Satardekar is concerned, a registered agreement was executed with him by the Bank on 18 December 1982. In the agreement executed with Arjun Satardekar, the Bank somehow used the expression 'permanent alternative accommodation' at several places throughout the agreement. Clause 1 of the Agreement reads thus :

1. That the Landlords shall construct at their own costs a new building on the Plot of land bearing Cadastral Survey No. 1549 in Town Planning Scheme No. IV of Mahim Division situated at Gokhale Road (North), Gadkari Chowk, Dadar, Bombay-400 028 as per the Plans sanctioned by the Bombay Municipal Corporation under their sanction No. EB/4378/A of 3- 7- 82 by demolishing the existing structure after first providing temporary alternative accommodation to the Tenant till the completion of the new building and then shall provide and allot the permanent alternative accommodation as mentioned in clause No. 2 below to the Tenant in the newly constructed building.

14) However, though the expression 'permanent alternative accommodation' has been repeatedly used in the agreement, the same ultimately creates tenancy in respect of the new premises. This is clear from Clauses 2 and 3 of the Agreement which read thus:

2. The Landlords shall provide to the Tenant a room by way of permanent alternative accommodation measuring 240 sq.ft. of built up area at the monthly rent of Rs. 30/- (Rupees Thirty only) in the new building on the rear side of the first Floor

3. The Tenant shall shift within eight days of receipt of the intimation from the Landlords to the temporary alternative accommodation bearing Room No. 8 provided by the Landlords in the existing structure near the chawl to be demolished on the same terms of tenancy and on the same amount of rent charged for the premises in his occupation at present. It is agreed that the tenancy rights of the Tenant shall continue to exist till the room by way of permanent alternative accommodation as agreed is allotted to the Tenant as stated in Clause 2 above.

15) While deciding Misc. Appeal No.75 of 2012 in the case of Smt. J.V. Raut (Smt. Gunvati K. Zarkar), the learned Judge has inadvertently copied the observations made in the judgment rendered in Misc. Appeal No. 74 of 2012 in the case of Arjun Satardekar relating to existence of a registered agreement and use of the words ‘permanent alternative accommodation’. However, this inadvertent error while deciding Misc. Appeal No. 75 of 2012 need not be over emphasized for setting aside the order passed in Misc. Appeal No. 75 of 2012 on that count alone. There are better reasons to set aside both the judgments and orders passed by the City Civil Court.

16) One of the issues involved before the City Civil Court was about applicability of provisions of PP Act to the premises in the light of provisions of MRC Act. In both the judgments, the issue has been answered in favour of the Bank by holding as under:

24. The fourth issue is regarding whether the Public Premises Act will apply or the Maharashtra Rent Control Act to the present case.

It is correctly held by the Estate Officer that the Public Premises Act will override the Maharashtra Rent Control Act. Hence, it has been rightly held that the Public Premises Act applies to the present case.

17) Thus, the City Civil Court has held that the provisions of PP Act would prevail over the provisions of MRC Act. Under Section 2(g) of the PP Act, the term ‘unauthorised occupation’ has been defined as under:

“unauthorised occupation”, in relation to any public premises, means the occupation by any person of the public premises without authority for such occupation, and includes the continuance in occupation by any

person of the public premises after the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever.

18) Thus, occupation by a person of the public premises (i) without authority for such occupation and (ii) upon expiry or determination of such authorization, becomes unauthorized occupation. In the present case, it cannot be contended that occupation of the premises by the Respondents is without authority. However, it is the contention of the Bank that the authority has been terminated by issuance of notices dated 3 December 2007 and that therefore occupation of the premises is unauthorised. The City Civil Court has however not considered this aspect while setting aside the eviction orders. Once it is held by the City Civil Court that the provisions of Maharashtra Rent Control Act do not apply to the Respondents, the authority to terminate the lease/tenancy by issuance of notice under Section 106 of the TP Act must be recognised.

19) On the issue of non-applicability of provisions of the MRC Act and provisions of PP Act prevailing over the MRC Act, the law is now well settled by the Apex Court in *Life Insurance Corporation of India Versus. Vita* in which it is held that the judgment in *Suhas H. Pophale vs. Oriental Insurance Company Limited and its Estate Officer*⁵ is in conflict with the ratio of the Constitution Bench judgment in *Ashoka Marketing Ltd. And Another vs. Punjab National Bank and Ors.*⁶ and of Three Judge bench decision in *M/s. Jain Ink Manufacturing Company vs.*

5 2014 4 SCC 657

6 1990 4 SCC 406

Life Insurance Corporation of India & Anr.⁷. The Apex Court held in paragraphs 12 and 13 in ***Life Insurance Corporation of India Vs. Vita*** as under:

12. In view of the foregoing discussion, reasons and analysis, the following positions of law emerges,

(a) In view of the law laid down by the Constitution Bench in Ashoka Marketing and the three-Judge Bench decision in M/s. Jain Ink, the view taken in Suhas H. Pophale which is a two-Judge Bench decision, is palpably incorrect and unjustified. Suhas H. Pophale cannot and does not hold the field.

(b) Since, the propositions laid down in Suhas H. Pophale runs contrary to the decisions laid down by the Benches of larger strength in Ashoka Marketing and M/s. Jain Ink , the same is bad in law.

(c) The ratio decidendi by the Bench of larger strength is binding on the Bench of the smaller strength, irrespective of the fact whether the judgment by the Bench of the larger strength is apriori or posterior, in point of time.

(d) A Bench of the smaller strength cannot mark a departure from the decision of the Bench of larger strength, so as to vary the ratio of the Bench of larger strength, in guise of explaining the decision of the larger Bench.

(e) It was not permissible for the two Judge Bench in Suhas H. Pophale to interpret the statutes and lay down propositions in conflict with what was laid down by the Constitution Bench in Ashoka Marketing and by a three-Judge Bench in M/s. Jain Ink, when the set of material facts in the background of the controversy dealt with, were similar.

(f) In laying down the propositions incongruent to and contrary to the law laid down in Ashoka Marketing, the Bench in Suhas H. Pophale disregarded the principle of stare decisis and violated the well settled law of precedent.

13. As a sequitur, this Court reiterates the propositions of law laid in Ashoka Marketing

(i) Both categories of statutes namely, the PP Act 1971 on one hand, and the Bombay Rent Control Act, 1947, Maharashtra Rent Control Act,

7 1980 4 SCC 435

1999, Delhi Rent Control Act, 1958 and similar Rent Control Legislations, on the other hand, are special laws. Therefore, in order to determine as to which Act will apply in case of conflict, reference has to be made to the purpose and policy underlying the two enactments and the clear intendment conveyed by the language of the relevant provisions therein. Keeping in view the object and purpose underlying both the enactments, that is, the PP Act 1971 and the Rent Control Acts, the provisions of the PP Act 1971 shall override the provisions in the Rent Control Legislations.

(ii) The PP Act 1971 and the State Rent Control Acts are special enactments in themselves. Rule generalia specialibus non derogant will not apply. Having regard to the purpose, policy and legislative intent of the PP Act 1971, the same would prevail over the State Rent Control Acts in respect of eviction of 'unauthorised occupants' of 'public premises' as defined in Section 2(g) of the Act.

(iii) The provisions of PP Act 1971, to the extent they cover the premises falling within the ambit of Rent Control Act, override the provisions of the Rent Control Act.

(iv) A person in unauthorised occupation of 'Public Premises' under Section 2(e) of the Act cannot invoke the protection of the Rent Control Act.

(v) In cases where the tenanted premises are claimed to be governed by the State Rent Control Act and the same have also become 'Public Premises' within the meaning in Section 2(e) of the PP Act 1971, for their unauthorised occupation, the PP Act 1971 will have the application.

(vi) The statutory machinery envisaged under the PP Act 1971, could be activated for recovery of possession of public premises by any Government or public entity mentioned in the definition.

(vii) The PP Act 1971 will apply to the tenancies which may have been created and in existence either before coming into force of the Act or which may have been created subsequent to coming into the force of the Act.

(viii) Two conditions must be satisfied for the applicability as above. Firstly, the tenanted premises must fall within the purview of definition under Section 2(e) of the PP Act 1971. Secondly, the premises should have been in unauthorised occupation.

(ix) Termination of tenancy of 'Public Premises' by issuing notice under Section 106 of the Transfer of Property Act, 1882 is one of the modes which would render the occupation of the tenant unauthorised, post the

date specified in such notice. This would hold true in respect of tenancies created before or after coming into force of the PP Act 1971.

(x) Invocation and applicability of the provisions of the PP Act 1971 is not dependent upon the aspect of possession. What is material is the occupation of the premises which has become unauthorised occupation. The occupation is a continuous concept.

(xi) The propositions enunciated in Suhas H. Pophale², as noticed in paragraph 3.3.6 of this judgment, do not, in our considered view, state the correct position of law. The observations made therein, with great respect, are not in consonance with the settled legal principles and runs contrary to the principle of stare decisis and stand overruled to that extent.

20) Thus, it is no more *res-integra* that a person in unauthorized occupation of public premises cannot invoke the protection of either the Bombay Rent Act or the MRC Act.

21) The learned Judge of the City Civil Court has apparently got swayed by the fact that the words 'Permanent Alternate Accommodation' are used in one out of the two agreements, which is also registered (*Arjun Satardekar*). However, the agreement executed in favour of the tenant-Arjun Satardekar did not contemplate conversion of tenancy rights into ownership rights. The relationship between the parties continued to remain that of landlord and tenant. Even after being put in possession of the tenanted premises in the new building, Mr. Satardekar continued to be a monthly tenant and remained liable to pay rent of Rs. 30/- per month. There is no dispute that the rent is paid after execution of the agreement and is being paid even today. Thus, mere use of the word 'permanent alternative accommodation' in the registered agreement executed in favour of Mr. Satardekar did not put him in a better position than that of Janabai Raut. In both cases, the occupants continued to

remain mere tenants. Once they ceased to enjoy protection under the MRC Act, their monthly tenancies became terminable by issuing a notice under Section 106 of the TP Act. In my view, therefore, the tenants have been lawfully terminated by the Petitioner-Bank in absence of any protection under the Maharashtra Rent Control Act.

22) Dismissal of earlier eviction suits filed under the provisions of the Bombay Rent Act cannot have any effect on the eviction orders. Therefore, the findings recorded by the Learned Judge of the City Civil Court about applicability of principle of *res-judicata* are clearly faulty. The Estate Officer has rightly held that bonafide requirement is a continuous cause. Multiple suits are filed on bonafide requirement and mere dismissal of an earlier suit filed on the basis of bonafide requirement at that time cannot preclude landlord from bringing fresh suit based on subsequent bonafide requirement. This position is recognized by this Court in ***Vishwas Krishnarao Gangurde*** in which it is held in paragraph 17 of the judgment as under:

17. So far as the last ground of bonafide requirement of Bank of India is concerned, I am unable to accept the contention raised on behalf of the Petitioner that the finding recorded by the Small Causes Court on the issue of bonafide requirement of Bank of Karad would operate as res-judicata for the Estate Officer while deciding the requirement of Bank of India. No doubt, the Small Causes Court rejected the ground of bonafide requirement of Bank of Karad. However, bonafide requirement is a continuous phenomenon and even if requirement at a particular point of time is rejected, the same does not mean that bonafide requirement can never arise again in future. Therefore, the principle of res-judicata would not apply to a case involving continuous injury within the meaning of Section 22 of the Limitation Act.

23) As a matter of fact, the inquiry into existence of any bonafide requirement is not even required in the facts and circumstances of the present case. The PP Act does not envisage any protection to the occupants of public premises unlike the provisions of Section 13 of the Bombay Rent Act or Section 16 of the MRC Act. It is not necessary for the owner of the premises to establish any ground for seeking eviction of the occupant from the public premises. Occupation of public premises can only be under express authority and only for so long as such authority continues to subsist. The moment the authority comes to an end, the occupation is automatically rendered unauthorised. In that sense, it was not even required for the Petitioner to establish any bonafide requirement. The authority to occupy the premises is terminated by issuance of notices by the Bank. The moment the authority is terminated, the occupation becomes unauthorised. In my view, therefore an inquiry into the aspect of bonafide requirement was quite unnecessary and it is not necessary to delve any further into that aspect.

24) Here, the short issue is whether Respondents are entitled to protection of their tenancy under the Bombay Rent Act or the MRC Act and if the answer to the question is in the negative, whether their occupation becomes unlawful upon termination of the tenancy? The City Civil Court has held that the notice terminating the tenancy issued under Section 106 of the TP Act is invalid and that agreements executed with the tenants need to be canceled before taking steps against them. These findings are recorded in paragraph 16 of the judgment as under:

16. It is pertinent to note that the said agreement was entered into between the bank and the mother of this appellant on 19.03.1981 and have agreed that the parties will be governed by the provisions of Bombay Rent Act. Of course the Public Premises Act came into picture in the year 1971. However, the said agreement is still in existence due to which, mere notice under Section 106 of the Transfer of Property Act for terminating the tenancy of this appellant would not be valid. It has to be observed here that the said agreement dated 19.03.1981 will have to be cancelled before taking steps against this appellant. Hence, I hold that the tenancy of this appellant has not been validly terminated. Hence, I answer point no. 1 in the Negative.

25) Thus, the City Civil Court has proceeded on a footing that because agreement dated 18 December 1982 provides for protection under Bombay Rent Act, so long as the agreement subsists, the Bombay Rent Act protection would also continue. As observed above, the issue is no longer *res-integra* and the judgment of the Apex Court in ***Life Insurance Corporation of India Versus. Vita*** puts to rest the entire controversy about protection of Rent Control Legislation in relation to premises governed by the provisions of the PP Act. The learned Judge of the City Civil Court did not have the benefit of the law declared by the Apex Court in ***Life Insurance Corporation of India Versus. Vita*** when the impugned judgments were delivered. Now it is clear that tenancies created in favour of the two premises cannot enjoy protection under the MRC Act. Therefore, the tenancies could be validly terminated by issuing notices under Section 106 of the TP Act. Here the authority to occupy the premises is validly terminated and occupation is rendered unauthorised.

26) In view of the above discussion, the impugned judgment and orders passed by the City Civil Court are clearly unsustainable and are

liable to be set aside. Respondents can be granted time of 6 months to vacate the premises and make alternate arrangements for their residence.

27) I accordingly proceed to pass the following order:

- (i) Judgment and orders dated 1 September 2012 passed by the City Civil Court in Misc. Appeal Nos. 74 of 2012 and 75 of 2012 are set aside.
- (ii) Eviction orders dated 16 May 2012 are confirmed.
- (iii) Respondents shall have time of 6 months to vacate and handover possession of the premises to the Petitioner.
- (iv) In the facts and circumstances of the case however, the Respondents shall not be liable to pay any damage rent for occupation of the premises post termination of their tenancies upto the period of 6 month henceforth or vacation of the premises, whichever is earlier.

28) With the above directions, both the petitions are **allowed**.
There shall be no order as to costs.

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[SANDEEP V. MARNE, J.]