IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

CIVIL REVISION APPLICATION NO. 112 OF 2012

1. Rameshchandra Daulal Soni,
Age : Major, Occu. Advocate,
Temporary residing at 5,
New Ramniwas, Naoroji Lane,
Ghatkoper, Mumbai,
permanently residing at
Adat Bazar, Ahmednagar

2. Sureshchandra Daulal Soni
Since deceased through L.R.

2A. Samir Sureshchandra Soni,
Age : 39 years, Occu. Advocate
Residing at Adat Bazar,
Ahmednagar PETITIONERS

VERSUS

1. Devichand Hiralal Gandhi,
Since deceased, through L.Rs.

1A. Smt. Gulabbai Devichand Gandhi
Age : 62 years, Occu. Household

1B. Shri Mohan Devichand Gandhi
Age : 44 years, Occu.Business,

Both residing at Dange Galli,
Manik Chowk, Ahmednagar

1C. Sau. Maya Dilip Gugale,
Age : 42 years, Occu. Household,
Residing at C/o. Sonali Dresses,
Kapad Bazar, Baramati,
District Pune.

1D. Sau. Sharda Rajednra Bora,
Age : 40 years, Occu. Household,

Residing at Venus Coop. Housing
Society Ltd., Opp. To Atlas
Copco Ltd. 6/14, at P.O. Dapodi,
District Pune

1E. Sau. Jyoti Nitinkumar Katariya
Age : 38 years, Occu. Household,
Residing at LIC Colony, Paud Fata,
Kothrud Road, Dist.Pune

2. Ramchandra Baburao Garad
Age : Major, Occu. Labourer

3. Housabai Kondiba Thite (dead)
Through her Legal heirs

3A. Smt. Dagdubai Hanumant Jadhav
Age : 47 years, Occu. Service now
Residing at 33/1A, Masjid
Bandar Road, Mumbai

3B. Rohinibai Namdeo Shinde,
Age : 45 years, Occu.Household,
Residing now at Row House No. 9,
Bagade Housing Scoeity, Kondhva,
(Bd) Pune

3C. Mrs. Ranjanabai Sitaram Gaikwad,
Age : 43 years, Occu.: Household,
Residing at Station Road,
Dhantoli, Nagpur

4. Vithal Baban Pund (dead through
His legal representatives)

4A. Radhabai Vitthal Pund
Age : 63 years, Occu.Household,

4B. Rajendra Vitthal Pund,
Age : 49 years, Occ. Service,

4C. Sanjay Vitthal Pund,
Age : 44 years, Occu. Business,

4D. Vijay Vitthal Pund,
Age : 44 years, Occu. Service,

4E. Mrs. Babinanda Jagannath Belhekar,
Age : 47 years, Occu. Household,

4F. Baban Vithoba Pune, (dead through
His legal representatives)

4F1. Nandu Baban Pund,
age : 56 years, Occ.: Agril,
R/o. Sarola Baddhi, Tal. Nagar,
Dist. Ahmednagar

4F2. Kamal Dattatrya Chaure,
Age : 64 years, Occu.Household,
R/o. Khadki, Pune

4F3. Vimal Ramchandra Raskar,
Age : 61 years, Occu.:Household,
R/o. Raut Mala, Tal. Nagar,
Dist. Ahmednagar

4F4. Vatsala Suresh Ghadage,
Age 58 years, Occu.: Household,
R/o. Ghadage Mala, Tal. Nagar,
Dist. Ahmednagar

4F5. Hirabai Ramchandra Panmalkar,
Age : 52 years, Occu.: Household,
R/o Panmalkar Mala Nagardevale,
Tal. Nagar, Dist. Ahmednagar

4F6. Asha Ramdas Pandhare,
Age : 55 years, Occu. Household,
R/o. Malgalli, Bhingar, Tal. Nagar,
Dist. Ahmednagar

4F7. Usha Bharat Datrange,
Age : 48 years, Occu.: Household,
R/o. Datrange Mala, Tal. Nagar,
Dist. Ahmednagar

4F8. Manisha Sanjay Datrange,
Age : 40 years, Occu.: Household,

R/o. Datrange Mala, Tal. Nagar,
Dist. Ahmednagar

4F9. Mahesh Murlidhar Jadhav,
Age : 38 years, Occu.: Agril,
R/o. Arangaon, Tal. Nagar
R/o. Ahmednagar

4F10. Ashok Laxman Vithate,
Age : 45 years, Occu.: Service,
R/o. Pipeline Road, Tal. Nagar,
Dist. Ahmednagar

4F11. Rajendra Laxman Vithate,
Age : 41 years, Occu.: Service,
R/o. Pipeline Road, Tal. Nagar,
Dist. Ahmednagar

4G. Kaushalaya Baban Pund
Age : 85 years, Occu. Household,
4E residing at Sadaphule
Vasti Behind Veternityh Clinik,
Jamkhed, Tal. Jamkhed, District Ahmednagar

4A to 4D, 4F and 4G residing at
Kothi Road, Ahmednagar

5. Madhav Vithoba Pund (deceased)
through his Legal Representatives

5A. Anusayabai Madhav Pund,
Age : 70 years, Occu: Household,

5B1. Smt. Rukhmini Gorakhnath Pund,
Age : 40 years, Occu.: Household,

5B2. Ajay Goraknath Pund,
Age : 25 years, Occu.: Education,

Nos. 5A, 5B1 and 5B2 residing at
F.P.No.19, Kothi Road, Ahmednagar

5C Machhindra Madhav Pund
(deceased his L.Rs.)

5C1. Smt. Bharti Machhindra Pund,
Age : 48 years, Occu.: Household,

5C2. Ganesh Machhindra Pund,
Age : 30 years, Occu.: Agriculure,

5C3. Dnyaneshwar Machhindra Pund,
Age : 26 years, Occu.: Agriculture,

All residing at Sarola Baddi,
Taluka Nagar, District Ahmednagar

5C4. Mrs. Savita Khamkar
Age 28 years, Occu.: Household,

residing at Pipeline Road,
Ahmednagar

5D. Balasaheb Madhav Pund,
Age : 40 years, Occu.: Agriculture,

5C and 5D residing at Sarola Baddi Taluka
Nagar, Dist. Ahmednagar

5E. Mrs. Mangala Vishnu Mhaske,
Age : 35 years, Occu.: Household,

5EE. Mrs. Rukhmini Narayanrao Bine (Dhadge),
(deceased her L.Rs.)

5EE1.Mirabai Chaburao Khaladkar
Age : 45 years, Occu. Household,

5EE2.Indubai Keshav Dalvi,
Age : 43 years, Occu. Household,

5EE3.Sanjay Narhyan Bine,
Age : 42 years, Occu. Agril,

5EE4. Surekha Karbhari Bukkan
Age :40 years, Occu.: Household

5EE5. Vijay Narayan Bine,
Age : 38 years, Occu: Agril,

All r/o Bine Mala, Behind Aalamgir Darga,
Narar Devie, Dist. Ahmednagar

5E and 5EE residing at Nagardeole,
Tal. Nagar, Dist. Ahmednagar

6. Somnath Chandrakant Pund
Age : Major, Occu.: Not known,

Nos. 2 to 6 all residing at behind
Market Yard, Final Plot No. 19,
Punam Moti nagar, Ahmednagar

7. Mrs. Smita Sunil Tapadiya
Age : 48 years, Occ. Household
Residing at Chharwara Road, GIDC
Vapi (Gujrath)

8. Mrs. Swati Sanjay Somani,
Age : 44 years, Occu. Household,
Residing at Marwad Peth, Baramati,
Dist. Pune.

..Respondents
(Ori. Pltff. & deft.
No. 3 to 6)

AND

CIVIL REVISION APPLCIATION NO. 113 OF 2012

Ramchandra Baburao Garad
Age : 80 years, Occu. Service,
R/o. Final Plot No. 19,
Behind Market Yard, Punam-Moti nagar,
Ahmednagar ..Appicant
(Orig.Deft.No.3)

Versus

1. Shri Devichand Hiralal Gandhi
(Since deceased, through L.Rs)

1A. Smt. Gulabbai Devichand Gandhi,
Age : 70 years, Occu. Household,

1B. Shri Mohan Devichand Gandhi,
Age : 58 years, Occu. Household,
Both r/o Pange Galli, Manik Chowk,
Ahmednagar

1C. Sau. Maya Dilip Gaugale,
Age : 55 years, Occu. Household
R/o. C/o. Sonali Dresses,
Kapad Bazar, Baramati,
Dist. Pune

1D. Sau.Sharda Rajednra Bora,
Age : 52 years, Occu.: Household,
R/o. Venus Co-op. Housing Society Ltd.
Opp. To Atlas Copco Ltd.
6/14, At Po. Dapodi,
Dist. Pune

1E. Sau. Jyoti Nithinkumar Katariya
Age : 49 years, Occu. Household,
R/o. LIC Colony, Paud Fata,
Kothrud Road,
Dist. Pune

2. Housabai Kondiba Thite,
(Sine deceased, through L.Rs.)

2A. Smt. Dagdubai Hanumant Jadhav,
Age : Major, Occu.: Service,
R/o. 33/1A, Masjid Bandar Road,
Mumbai.

2B. Rohinibai Namdeo Shinde
Age : Major, Occu. : Household,
R/o. At Row House No. 9,
Bagade Housing Society,
Kondhva (Bk) Pune

2C. Mrs.Ranjanabai Sitaram Gaikwad,
Age : Major, Occu.: Household,
R/o. Station Road,

Dhantoli, Nagpur

3. Vitthal Baban Pund
(Since deceased, through L.Rs.)

3A. Radhabai Vitthal Pund
Age : 70 years, Occu.Household,

3B. Rajendra Vitthal Pund,
Age : 50 years, Occ. Service,

3C. Sanjay Vitthal Pund,
Age : 44 years, Occu. Business,

3D. Vijay Vitthal Pund,
Age : 41 years, Occu. Service,

3E. Mrs. Babinanda Jagannath Belhekar,
Age : 47 years, Occu. Household,

3F. Baban Vithoba Pune,
age 95 years, Occu. Nil,

3G. Kaushalya Baban Pund
Age : 90 years, Occ. Household

3E R/o. Sadaphule Vasti,
Behind Veternity Clinic, Jamkhed,
Tal. Jamkhed, Dist. Ahmednagar
3A to 3D, 3F and 3G r/o. Final Plot
No. 19, Ahmednagar

4. Madhav Vithoba Pund
(since deceased, through L.Rs.)

4A. Anusayabai Madhav Pund,
(since deceased, through L.Rs.)

4B1. Smt. Rukhmini Gorakhnath Pund,
Age : 40 years, Occu.: Household,

4B2. Ajay Goraknath Pund,
Age : 25 years, Occu.: Education,

4C. Machhindra Madhav Pund

(deceased his L.Rs.)

4C1. Smt. Bharti Machhindra Pund,
Age : 60 years, Occu.: Household,

4C2. Ganesh Machhindra Pund,
Age : 40 years, Occu.: Agri,

4C3. Dnyaneshwar Machhindra Pund,
Age : 37 years, Occu.: Agri,

All residing at Sarola Baddi,
Taluka Nagar, District Ahmednagar

4C4. Mrs. Savita Khamkar
Age 32 years, Occu.: Household,

residing at Pipeline Road,
Ahmednagar

4D. Balasaheb Madhav Pund,
Age : 46 years, Occu.: Agriculture,

4C and 4D residing at Sarola Baddi
Taluka Nagar, Dist. Ahmednagar

4E. Mrs. Mangala Vishnu Mhaske,
Age : 50 years, Occu.: Household,

4EE. Mrs. Rukhmini Narayanrao Bine(Dhadge),
Age : 68 years, Occu. Household,
4E and 4EE r/o. Nagardeole,
Tal. Nagar, Dist. Ahmednagar

5. Somnath Chandrakant Pune,
Age : 44 years, Occu.: Not known,
R/o. Sarola baddi, Tal. Nagar,
Dist. A'nagar.

6. Mrs. Smita Sunil Tapadiya
Age : years, Occ. Household
R/o. Chharwara Road, GIDC
Vapi (Gujrath)

7. Mrs. Swati Sanjay Somani,
Age : years, Occu. Household,
Residing at Marwad Peth,
Baramati,Dist. Pune

8. Rameshchandra Daulal Soni,
Age : 56 years, Occu. Advocate
R/o. Adat Bazar,
Ahmednagar

9. Sureshchandra Daulal Soni
Since deceased, through L.Rs.)
Sumit Sureshchandra Soni,
Age : 40 years, Occu. Advocate,
R/o. Adat Bazar, Aurangabad

..Respondents
(Respdt. Nos. 1A to 1E legal heirs of Orig. Plaintiff, Respondt. Nos. 2 to Respdt. no. 5 — Orig. Defendant no. 4 to 7, respdt. no. 6 and 7 — Orig. respdt. Nos. 7 & 8 in Appeal. Respdt No. 8 & 9 — Orig. Deft. Nos. 1 and 2)

AND

CIVIL REVISION APPLCIATION NO. 114 OF 2012

1. Vithal Baban Pund,
(Since deceased, through L.Rs.)

1F. Baban Vithoba Pund, (dead through
His legal representatives)
1-A to 1-E, 1 G and

1F1. Nandu Baban Pund,
age : 56 years, Occ.: Agril,

R/o. Sarola Baddhi, Tal. Nagar,
Dist. Ahmednagar

1F2. Kamal Dattatrya Choure,
Age : 64 years, Occu.Household,
R/o. Khadki, Pune

1F3. Vimal Ramchandra Raskar,
Age : 61 years, Occu.:Household,
R/o. Raut Mala, Tal. Nagar,
Dist. Ahmednagar

1F4. Vatsala Suresh Ghadage,
Age 58 years, Occu.: Household,
R/o. Ghadage Mala, Tal. Nagar,
Dist. Ahmednagar

1F5. Hirabai Ramdas Panmalkar,
Age : 52 years, Occu.: Household,
R/o Panmalkar Mala Nagardevale,
Tal. Nagar, Dist. Ahmednagar

1F6. Asha Ramdas Pandhare,
Age : 55 years, Occu. Household,
R/o. Malgalli, Bhingar, Tal. Nagar,
Dist. Ahmednagar

1F7. Usha Bharat Datrange,
Age : 48 years, Occu.: Household,
R/o. Datrange Mala, Tal. Nagar,
Dist. Ahmednagar

1F8. Manisha Sanjay Datrange,
Age : 48 years, Occu.: Household,
R/o. Datrange Mala, Tal. Nagar,
Dist. Ahmednagar

1F9. Mahesh Muralidhar Jadhav,
Age : 38 years, Occu.: Business,
R/o. Arangaon, Tal. Nagar
R/o. Ahmednagar

1F10. Ashok Laxman Vithate,
Age : 45 years, Occu.: Business,
R/o. Pipeline Road, Tal. Nagar,

Dist. Ahmednagar

1F11.Rajendra Laxman Vithate,
Age : 41 years, Occu.: Service,
R/o. Pipeline Road, Tal. Nagar,
Dist. Ahmednagar

1A. Radhabai Vitthal Pund
Age : 63 years, Occu.Household,

1B. Rajendra Vitthal Pund,
Age : 49 years, Occ. Service,

1C. Sanjay Vitthal Pund,
Age : 44 years, Occu. Business,

1D. Vijay Vitthal Pund,
Age : 41 years, Occu. Service,

1E. Mrs. Babinanda Jagannath Belhekar,
Age : 47 years, Occu. Household,

1F. Baban Vithoba Pune, (dead through
His legal representatives)

(L.Rs. Brought on record as per order
dt. 17.6.2013 passed in CA No. 7027/2013)

1G. Kausalya Baban Pund,
Age : 85 years, Occu. Household,

2. Madhav Vithoba Pund
(Since deceased, through L.Rs.)

2A. Rukhmini Gorakhshanath Pund
Age : 60 years, Occu.: Household

2B. Ajay Gorakhshananth Pund,
Age : 35 years, Occu. Service,

No. 1E R/o. : Sadaphule Vasti, Veternity
Clinic Jamkhed, Tal. Jamkhed,
Dist. Ahmednagar No. 1A to 1D, 1E &
1F and 2A & 2B
R/o. Kothi Road, Ahmedngar ..Petitioners.

(Ori.Resp.Nos. 4A to 4G
and 5B1 & 5B2)

Versus

1. Devichand Hiralal Gandhi,
Since deceased, through L.Rs.

1A. Gulabbai Devichand Gandhi
Age : 65 years, Occu. Household

1B. Mohan Devichand Gandhi
Age : 45 years, Occu.Business,

Both residing at Dange Galli,
Manik Chowk, Ahmednagar

1C. Maya Dilip Gugale,
Age : 43 years, Occu. Household,
R/o.C/o. Sonali Dresses,
Kapad Bazar, Baramati,
District Pune.

1D. Sharda Rajednra Bora,
Age : 41 years, Occu. Household,
R/o.Venus Coop. Housing
Society Ltd., Opp. To Atlas
Copco Ltd. 6/14, at P.O. Dapodi,
District Pune

1E. Jyoti Nitinkumar Katariya
Age : 39 years, Occu. Household,
R/o.LIC Colony, Paud Fata,
Kothrud Road, Dist.Pune

2. Rameshchandra Daulal Soni
Age : Major, Occu. Advocate
Temporary R/o. 5, New Ramniwas,
Naoroji Lane, Ghatkopar,
Mumbai – 46
Permanent R/o .Adat Bazar,
Ahmednagar

3. Sureshchandra Daulal Soni (dead)
(Since deceased, through L.Rs.)

Samir Sureshchandra Soni,
Age : 39 years, Occu. Advocates
R/o. Adat Bazar, Ahmednagar

4. Rameshchandra Baburao Garad,
Age : Major, Occu. Labourer
R/o. : Kothi Road, Ahmednagar,

5. Housabai Kondiba Thite (dead)
(Through her Legal heirs)

5A. Dagdubai Hanumant Jadhav
Age : 48 years, Occu. Service
R/o.33/1A, Masjid
Bandar Road, Mumbai

5B. Rohinibai Namdeo Shinde,
Age : 36 years, Occu.Household,
R/o. Row House No. 9,
Bagade Housing Scoeity, Kondhava,
(Bk) Pune

5C. Ranjanabai Sitaram Gaikwad,
Age : 34 years, Occu.: Household,
R/o. Station Road,
Dhantoli, Nagpur

6. Anusayabai Madhav Pund,
Age : 70 years, Occu: Household,

7. Machindra Madhav Pund (Dead)
(Since deceased, through L.Rs.)

7A. Bharti Machhindra Pund,
Age : 49 years, Occu.: Household,

7B. Ganesh Machhindra Pund,
Age : 31 years, Occu.: Agri,

7C. Dnyaneshwar Machhindra Pund,
Age : 27 years, Occu.: Agri,
All R/o Sarola Baddi,

Tal. Nagar, District Ahmednagar

7D. Mrs. Savita Khamkar
Age 29 years, Occu.: Household,
R/o. Pipeline Road,
Ahmednagar

8. Balasaheb Madhav Pund,
Age : 41 years, Occu.: Agri,
r/o. Sarola Baddi Taluka
Nagar, Dist. Ahmednagar

9. Mangala Vishnu Mhaske,
Age : 36 years, Occu.: Household,

10. Rukhmini Narayanrao Bine (Dhadage),
Age : 41 years, Occ.: Household,
Both R/o. Nagardevale, Tal. Nagar,
Dist. Ahmednagar

11. Somnath Chandrakant Pund
Age : Major, Occ. Not known,
R/o. Behind Market Yard,
Final Plot No. 19, Punam Moti Nagar,
Ahmednagar

12. Smita Sunil Tapadia
Age : 49 years, Occu. Household,
R/o. Chharwara Road, GIDC,
Vapi (Gujrath)

13. Swati Sanjay Somani,
Age : 45 years, Occu.: Household,
R/o. Marwad Peth, Baramati,
Dist. Pune.

..Respondents
(Ori.Appellants and Resp Nos. 1A to 1E, 2, 3A to 3C, 5A, 5C1 to 5C4, 5D, 5E, 5EE and 6 to 8)

Mr. P.M. Shah, Senior Advocate instructed by and with Mr. J.R. Shah, Advocate for the petitioners in Civil Revision Application No. 112/2012
Mr. A.K. Gawali, Advocate for the petitioner in Civil Revision Application No. 113/2012
Mr. R.R. Mantri, Advocate for the petitioner in Civil Revision Application No. 114/2012
Mr. S.D. Kulkarni and Mr. S.S. Kulkarni, Advocates for the respondents No. 1A to 1E in all the Civil Revision Applications

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CORAM : M.T. JOSHI, J.

DATE OF JUDGEMENT RESERVED : 23rd JUNE, 2015
DATE OF JUDGEMENT PRONOUNCED : 20th JULY, 2015

JUDGEMENT :

1. All the present civil revision applications have arisen out of one and the same suit filed by the common respondents No. 1 (since deceased) for eviction of the defendants therein on the ground of default in payment of rent, non-user of the suit premises by the original defendants No. 1 and 2 i.e. the petitioners in civil revision application No. 112/2012 for a period of more than six months and sub-letting some portions of the suit premises to the lateron added defendants No. 3 to 7, including the petitioners in civil revision applications No. 113/2012 and 114/2012. The suit was decreed by the learned Civil Judge Senior Division,

Ahmednagar on the ground of default in payment of rent and non-user of the suit premises. The ground of sub-letting some portions of the suit premises did not find favour with the trial court.

Aggrieved by the decree passed by the trial court, the original defendants No. 1 and 2 preferred an appeal before the District Court and aggrieved by the refusal of decree against original defendants No. 3 to 7 as sub-tenants, the original plaintiffs filed cross-objection. Further, original defendant No. 3/revision petitioner in Civil Revision Application No. 113 of 2012 and original defendant No. 5/revision petitioner in Civil Revision Application No. 114 of 2012 also filed cross-objections. Thus, the entire dispute was before the District Court.

2. The learned Principal District Judge dismissed the appeal and though did not agree with the plaintiffs that the defendants No. 3 to 7 were sub-tenants, held that they do not have any independent title than that of the tenants i.e. of defendants No. 1 and 2 and therefore, the decree passed by the trial court was confirmed.

3. It is to be noted that out of these defendants No. 3 to 7, while some of them failed to put their appearance and therefore, the suit proceeded exparte against them in the trial court, some of them did not file any written statement and their Advocate had filed no instructions purshis from their respective clients. Eventually, the suit proceeded without any written statement from them. The revision petitioners in civil revision applications No. 113/2012 and 114/2012, are the defendants, who failed to file the written statement.

4. The suit property is a final plot bearing No. 19, lateron included in town planning scheme and is now within the limits of Ahmednagar Municipal Corporation. The said plot admeasures 2656 sq. mtrs.

. The suit property was originally owned by three brothers, namely, Shri B.N. Deshmukh, Shri L.N. Deshmukh and Shri M.N. Deshmukh, called as Deshmukhs by the trial court. The grandfather of defendants No. 1 and 2, namely, Jagannath Soni had obtained on lease the suit property by a registered lease-deed dated 22nd May, 1928

from the father of Deshmukhs. The son of said Jagannath Soni, namely, Daulal Soni continued to be in possession of the suit property. Upon his death on 2nd June, 1985, the suit property, according to the plaintiffs, continued with the defendants No. 1 and 2. These defendants have, however, disputed that they are the only legal representatives of the deceased. According to them, two daughters of Daulal Soni also inherited the tenancy rights and therefore, the plea of non-joinder of necessary parties was taken.

. The three sons of Narhar Balkrishna Deshmukh, namely, Shri B.N. Deshmukh, Shri L.N. Deshmukh and Shri M.N. Deshmukh had, according to the plaintiffs, sold the suit property to the plaintiff on 08.08.1986 and thus, according to the plaintiff, he became the landlord of defendants No. 1 and 2.

5. In this background, the case of the original plaintiff, in short, is as under :-

. On the strength of transfer of the property to the original plaintiff, he gave intimation to the defendant No. 1 about the transfer of the property by

registered post acknowledgement due and defendants No. 1 and 2 were directed to take necessary steps for payment of rent at the rate of Rs. 31/- per annum. The tenancy was yearly tenancy, starting from 22nd May of each year and was to end on 21st May of the next year as per the English calender. Despite this intimation and lateron notice at Exh-96, defendants No. 1 and 2 failed to pay the rent and therefore, they became willful defaulter in payment of rent. Hence, the decree on this count is sought.

6. The plaintiff also pleaded non-user of the suit premises. Defendant No. 1 Rameshchandra is a practicing Advocate at Mumbai. Further, the suit premises were let out for Cotton and Ginning Factory and for the storage of the cotton. The said business is now not in existence. Therefore, these defendants are not using the suit premises for the purposes for which those were let out since long. They do not need the suit premises. It is put under lock since so many years. Therefore, they were asked to vacate the suit premises after removing the structure vide notice dated 1st September, 1988.

. During the pendency of the suit, the Commissioner was appointed for inspection of the suit premises. It was found that defendants No.3 to 7 were in possession of some portions of the suit premises. Therefore, the plaint was amended and the decree was also sought on the ground of sub-letting of the suit premises without the permission of the landlord.

7. The defendants No. 1 and 2 though filed their separate written statement, their defence was common. It was pleaded that the lease was for a period of 31 years w.e.f. 22nd May, 1928 at an annual rent of Rs. 31/-. Upon efflux of time also, the tenancy continued. These defendants were never asked to attorn the tenancy. After receipt of intimation dated 6th December, 1986 from the plaintiff, they contacted the plaintiff. However, the plaintiff failed to substantiate his rights and therefore, there is no relationship of landlord and tenant. The suit was bad for non-joinder of necessary party. Further, the pleas regarding the limitation, improper valuation of the court fees and jurisdiction of the court to try the suit, were taken. All other adverse allegations were denied. The defendants No.1

and 2, therefore, prayed for dismissal of the suit.

8. The oral as well as documentary evidence was adduced before the the trial court and the learned trial court recorded the findings, as detailed supra.

9. Mr. P.M. Shah, learned senior counsel, in brief of Mr. J.R. Shah, learned counsel, for the petitioners in civil revision application No. 112/2012, advanced the following submissions :

(I) That, the defendants No.1 and 2, in their written statement, have taken a specific plea that deceased Daulal Soni left behind him not only defendants No.1 and 2, but two daughters and thus, his plea of non-joinder of necessary parties was required to be considered by the learned Principal District Judge in the first appeal. The learned Civil Judge Senior Division wrongly held that the tenancy being statutory tenancy, the same is not heritable, on the basis of the authorities which do not hold any field. Further, the findings on the basis of the provisions of section 5 (11) (c) of the Bombay Rents, Hotel and Lodging Houses Rates Control Act, 1947 (for short, “the Bombay Rent

Act") that a member of the family carrying out the activities for which the premises were let out shall be a tenant, has been misconstrued by the learned courts below. Such a tenant cannot supersede the inheritance of the legal representatives of deceased tenant.

(II) So far as the plea of non-user of the suit premises is concerned, Mr. P.M. Shah points out the provisions of section 13 (1) (k) of the Bombay Rent Act and submitted that the pleadings are insuffcient. The provisions require that the premises not only should have been remained unused for the purposes for which those were let for a continuous period of six months preceding the suit but the said non-user should also be "without reasonable cause". No pleading in this regard that the premises are not used "without reasonable cause" are made and therefore, solely for want of pleading, this ground ought to have been rejected by the learned courts below.

(III) Mr. Shah, learned senior counsel, further submitted that there is no attornment of tenancy at all. Therefore, there is no question of payment of rent.

Further, upon taking me through the notice allegedly given by the plaintiff, he submitted that the demand of rent is also not for a definite period in view of the tenancy year, as detailed supra. The rent, according to the agreement was to be paid in advance. Therefore, unless and until the notice specifies the amount due for the specified period, the notice at Exhibit-96 dated 1st September, 1988 is bad in law.

. Mr. Shah submitted that while the learned trial court has framed an issue on the question of validity of the notice, the learned Principal District Judge even did not frame point for determination in this regard. In the alternative, Mr. Shah submitted that before the additional issues were framed by the learned trial judge, the entire amount was deposited and thereafter the regular payment is made. Therefore, since on the first date of hearing, the amount is deposited, the plea against forfeiture was required to be considered.

(IV) Further pleas regarding the limitation, the scope of the revision application when the injustice is perpetuated, were advanced and Mr. Shah submitted that either the civil revision application be allowed or for

want of definite finding of the first appellate court, the matter may be remanded back to it.

10. Mr. A.K. Gawali and Mr. R.R. Mantri, learned counsel for the petitioner in civil revision applications No. 113/2012 and 114/2012, advanced their submissions. They prayed for remand on the ground that sufficient opportunity to defend the suit was not given to these petitioners. It was submitted that the record and papers of the suit were sent to the District Court pending the suit as the revision application was filed by the defendants No. 1 and 2. While rejecting the civil revision application, no definite date for appearance was given by the learned District Judge for appearance of the parties in the trial court. Thereafter, the suit came to be transferred from one court to another. Therefore, these petitioners had prayed for remand of the case in the appeal by filing a separate application. At that time, it was ordered that the application would be decided at the time of final hearing. However, the said plea of remand was not considered at the time of final hearing. They, therefore, submitted that as no fair opportunity to

these petitioners to defend the suit has been given, the matter is required to be remanded to the trial court.

. In the alternative, it was pointed out that there are documents to show that the present respondents were in occupation of the part of the suit premises preceding the registered lease-deed. Further, contrary findings of facts by the courts below i.e. as per the learned trial court, they are tress-passers and per the learned Principal District Judge, they are not tress-passers but claimed the possession under the defendants No.1 and 2, are recorded on the same set of evidence solely produced by the plaintiff in absence of the present respondents. Not only this, Mr. R.R. Mantri, learned counsel, submitted that the plaintiff has admitted that the revision petitioner in civil revision application No. 114/2012 is legally in possession of the suit premises. The same, however, is not considered by the courts. Further, though the contradiction in the oral evidence of the plaintiff regarding the inception of the present revision petitioners, was conspicuous, the learned courts below did not consider the same. Therefore, both learned counsel for the petitioners in civil revision applications No. 113/2012 and 114/2012

wanted that the revision petitions be allowed and the decree be set aside.

11. On the other hand, Mr. S.D. Kulkarni, learned counsel for the respondents No. 1A to 1E i.e the legal representatives of the original plaintiff, submitted as under :-

(I) That, both the sisters of defendants No. 1 and 2 are married during the lifetime of their father only and are not participating in the business. Even otherwise, upon death of their father, they are the joint tenants and therefore, does not require any independent notice or they are not required to be impleaded or arrayed as defendants. He further submitted that in view of the provisions of section 5 (11) (c) of the Bombay Rent Act, only the member of the family who carries on business in the suit premises would be the tenant.

. Further, the very pleading that the suit premises were locked and those were not required by the defendant No. 1 would amount to the plaintiff's non-user “without reasonable cause”.

. He further points that the rent for the first time was deposited after framing of the issues in the trial court. Lastly, it was submitted that in the present revision petitions, no interference in the concurrent findings recorded by the learned courts below is warranted and hence, Mr. Kulkarni wanted that the revision applications of the defendants No. 1 and 2 be dismissed.

(II) As regards the other revision petitions, Mr. Kulkarni, learned counsel, submitted that the record would show that on service of summons, these revision petitioners appeared in the trial court and sought time to file written statement. Thereafter, however, they remained absent and even their counsel filed purshis having no instructions. Therefore, the suit proceeded without their written statement. Thereafter only, the record of the suit and papers were sent to the District Court. In that view of the matter, the pleas of non-appearance due to absence of record and the papers in the trial court and after the revision was disposed of, transfer of the file from one court to another in the same premises of Ahmednagar District Court, are nothing

but the excuses made by these respondents. In the circumstances, Mr. Kulkarni submitted that since these revision petitioners had chosen not to defend the suit in the trial court, the plea of the plaintiff regarding their possession has been rightly accepted by the learned courts below. Therefore, their petitions deserve to be dismissed.

12. On the basis of above material on record and the submissions advanced on behalf of all the parties, the following points arise for my determination :-

(I) Whether the suit suffers from non-joinder of necessary parties ?

(II) Whether the eviction of the defendants No. 1 and 2 from the suit premises on the ground of forfeiture of tenancy due to non-payment of rent, can be confirmed ?

(III) Whether the eviction decree on the ground of non-user of the suit premises by the defendants No. 1 and 2 can be confirmed ?

(IV) Whether the suit was within limitation ?

(V) Whether the matter deserves remand for findings of facts by the District Court ?

(VI) Whether the matter is required to be remanded to the trial court for giving fair opportunity to the revision petitioner in civil revision application No. 113/2012 ?

(VII) What order ?

R E A S O N S

Non-joinder of necessary parties :

13. As regards the non-joinder of necessary parties, Mr. P.M. Shah, learned Senior Counsel, rightly submits that the reasoning of the learned trial court holding the tenancy as “statutory tenancy” and further holding that upon death of original tenant, the tenancy stands expired, is not proper. Right from the case of

"***Damadilal and others V. Parashram and others***", reported in ***AIR 1976 S.C. 2229***, the confusion caused by the term "statutory tenant", as is used in England, to the tenants protected under the various Tenant Protection Acts in India, has been highlighted and thereafter in catena of cases. The reading of the definition of term "tenant" in the Bombay Rent Act and various other Tenant Protection Acts in India would show that a tenant who continues after determination of tenancy is deemed to be a tenant for all purposes till a decree for eviction is passed against him. The "statutory tenancy", therefore, is inheritable. In that view of the matter, the reasoning of the learned trial court in this regard cannot be upheld.

. Mr. Shah, learned senior counsel rightly submitted that despite the provisions of section 5 (11) (c) (ii) of the Bombay Rent Act whereunder a family member of the tenant residing with him at the time of his death can also be termed as a tenant. It would not supersede the general law of inheritance, as has been declared in the following cases.

(i) ***Rajaram Brindavan Upadhyaya and others V. Ramraj Raghunath Upadhyaya and others (1977 Mh.L.J. 792)***

(ii) ***Budhmal Khushalchand and another V. Bansilal Gulabchand Agrawal 1983 (1) Bom. C.R. 11***

The sister's of the defendants No. 1 and 2 therefore inherited the the tenancy right.

14. The issue, therefore, would remain as to whether a suit for eviction against some of the legal representatives of the deceased tenant would be tenable. The record in the present case would show that the plaintiff had issued notice to the defendants No. 1 and 2 directing them to pay the rent. The same was replied by the defendants No. 1 and 2 without specifying that they alone are not occupying the suit premises but their sisters, being the legal representatives of deceased tenant, would be liable to pay the rent. The plea is taken in the written statements that the deceased also left behind “2 daughters”.

15. It is a well established principle of law that upon death of tenant, the legal representatives become joint tenants and not the tenants in common. The

tenancy right is indivisible. Therefore, it is an established principle of law that the notice of eviction served on one of the joint tenants is binding on all the joint tenants. Then if by notice of determination of tenancy, issued to one of the joint tenants, all the joint tenants would become tress-passers in case the suit premises are not vacated, naturally the suit against some of the joint tenants would also bind the remaining joint tenants.

16. There is one another angle to the issue of non-joinder of necessary parties. Mr. P.M. Shah, learned senior counsel for the petitioners in civil revision application No. 112/2012 placed reliance on the ratio laid down in the cases of "***Textile Association (India) Bombay Unit V. Balmohan Gopalkrup and others***", reported in ***(1990) 4 S.C.C. 700***, "***Ishwarlal Pranjeevandas and others V. Labhshankar Hargovindas Bhat***", reported in ***AIR 1982 Gujarat 152***, "***Tarachand and others V. Ramprasad***" reported in ***(1990) 3 S.C.C. 526*** and "***Surayya Begum (Mst) V. Mohd. Usman and others***", reported in ***(1991) 3 S.C.C. 114***.

17. In some of the cases, the exparte decree in favour of the tenant was passed as the legal representatives of the deceased tenant, who were joined as defendants to the exclusion of others remained absent.

. In the case of "***Surayya Begum (Mst) V. Mohd. Usman and others***" (cited supra), relied on by Mr. Shah, the law on the subject has been thoroughly discussed. The ratio would show that as to whether failure to implead one or the other heir/s of deceased tenant as a party, would render the eviction decree not executable, depends upon the facts and circumstances of a particular case. It was held that if the interest of the person not impleaded bonafide represented by the co-heir, objection to the execution of the decree would be unsustainable. However, in case of collusive or malafide exclusion of heir from impleadment, such objection would be sustainable. Reliance was placed by Their Lordships on the Explanation-VI of Section 11 of the Code of Civil Procedure.

18. In a way, if it would an effective class representation, then as per the *Explanation*-VI to

section 11 of the Code of Civil Procedure, the issues decided in the lis would be res judicata as against the legal heirs not impleaded in the suit. If all these aspects are considered, then the fact that the defendants No. 1 and 2 in the present case did not, in their communication earlier to the litigation, communicate the fact of having other legal representatives to the deceased and thereafter raising of the said issue by amendment of the written statement lateron in the trial court would show that if at all any grievance of the sisters of the defendants No. 1 and 2 would be there, the plaintiff would very well be entitled to show that they were litigating bonafide against present defendants No. 1 and 2. At least, the issue is not required to be decided in the present lis. Considering all this material on record, I do not find any infirmity in the final conclusion in this regard of both the courts below, though for different reasons, as detailed supra.

19. The grievance of Mr. Shah is that the learned Principal District Judge did not record any finding on this issue though the arguments advanced in this regard

were referred by the learned Principal District Judge. Mr. Shah, therefore, seeks remand of the matter on this count.

20. It is to be noted that the issue is depending on law only, as detailed above i.e. the tenants would be joint tenants, that the effect of Explanation-VI to section 11 of the Code of Civil Procedure, is considered by this Court. In the facts of the present case, therefore, though Mr. Shah relied on the ratio in the case of ***"H.K.N. Swami V. Irshad Basith (Dead) by Lrs.",*** reported in ***(2005) 10 S.C.C. 243, "Mukhtiar Singh and another V. State of Punjab",*** reported in ***(1995) 1 S.C.C. 760*** and ***"Santosh Hazari V. Purushottam Tiwari deceased by L.Rs.",*** reported in ***2001 (2) Mh.L.J. 786,*** since the parties are litigating since 1989, I do not think it fit to remand the matter to the trial court. The point No. (I) is, therefore, answered accordingly.

<u>Willful default in payment of rent</u> :

21. Mr. P.M. Shah, learned senior counsel, submitted that there was merely communication from the

plaintiff that they had purchased the suit property from the original landlord. There was no notice of attornment. Even the demand of the rent vide notice at Exhibit-96 was overlapping is clear from the said communication as the yearly tenancy used to commence from 22nd May of each year and was to end on 21st May of the next year. He, therefore, submitted that the mid-term demand of the rent i.e. the demand made on 6th August, 1986 would amount to a claim of the rent for the period when the earlier landlord was entitled for the same. There is nothing on record to show that any right to recover the arrears of rent, if any was transferred and at the most, it would be a charge and not the rent.

. Mr. Shah further points towards the recitals in the lease-deed that the rent was to be paid in advance and therefore, according to him, on the date of issuance of the notice by the present plaintiff of the purchase of the suit property by them on 6th August, 1986, would show that no rent was due on that day. In the circumstances, Mr. Shah submitted that when the notice itself was invalid, no forfeiture of the tenancy could have been incurred for non-compliance of the said

notice. He further points that at the time of framing of additional issues in view of the amendment to the written statement on 9th September, 1997, the amount was deposited and thereafter, the rent was being deposited regularly in the court. He submitted that the relief against forfeiture should be construed liberally and in the circumstances, there would be no willful default in payment of rent.

22. It should be noted that the defendants No. 1 and 2 never came with a case that they had paid the rent of the year 1986-1987 to their earlier landlord nor any receipts were produced on record. Further, after the pleadings were completed and the issues were framed, there was no deposit of the rent in the court. Thereafter, after some period, the defendants No. 1 and 2 amended their written statement whereupon the additional issues were framed before which the rent was deposited. This cannot be termed as a deposit of rent on or before the “first date of hearing” as is envisaged by the provisions of Section 12 of the Bombay Rent Act.

23. The issue of attornment of tenancy is merely a defence for the purposes of defence. As earlier pointed

out, there is nothing on record to show that after the execution of the sale-deed in favour of the plaintiff, the defendants No. 1 and 2 continued to pay the rent to the original landlord any time till this date. It is not the case of the defendants No. 1 and 2 that the original landlord at any time disputed with them the fact of transfer of the property to the defendants No. 1 and 2 since the date of communication to them by the present plaintiff i.e. 16.12.1986. In that view of the matter, the ratio in the case of "***V. Dhanpal Chettiar V. Yesodai Ammal***" reported in ***(1979) 4 S.C.C. 214*** would not be applicable in the facts of the present case. The facts on record, as detailed supra, would show that the defendants No. 1 and 2 not only failed to tender the rent to the plaintiff after receipt of the communication but they did not even deposit the rent in the court on the first date of hearing. The decree passed by the learned trial court, as confirmed by the learned Principal District Judge, in the circumstances, cannot be assailed.

Non-user of suit premises :

24. During evidence, it has become clear that the suit properties which were originally leased for the purposes of Ginning and Pressing Mill of the cotton remained closed for years together much prior to six months immediately preceding the filing of the suit. The Commissioner's report in this regard corroborates the said fact. The dispute, however, is as to whether the pleadings of the plaintiff in this regard are sufficient. The provisions of section 13 (1) (k) of the Bombay Rent Act are material to consider the rival claims in this regard, which run as under :-

> **13. When landlord may recover possession**
>
> (1) Notwithstanding anything contained in this Act but subject to the provisions of sections 15 and 15A, a landlord shall be entitled to recover possession of any premises if the Court is satisfied -
>
> (a) to (j) *****
>
> (k) that the premises have not been used <u>without reasonable cause</u> for the purpose for which they were let for a continuous period of six months immediately preceding the date of the suit;" (Emphasis supplied)

25. Mr. Shah submits that the plaintiff never pleaded that the premises have not been used "without

reasonable cause". He simply pleaded that the defendants No. 1 and 2 are not using the suit premises for the purpose for which those were let out. The reliance was placed on the ratio laid down in the cases of "***C.R. Shaikh V. Leelabai",*** reported in ***1981 Mh.L.J. 437*** and ***"Ashok Vithal Chavan and others V. Baburao Sakharam Bhagat"*** reported in ***2002 (4) All MR 217.***

26. The learned trial court held that the exact term is not necessary to be pleaded. According to it, it is a legal terminology and hence the law need not be pleaded. The learned Principal District Judge held that the premises are not in use and did not consider the issue of want of pleading.

27. It is held by this Court in the cases of "***C.R. Shaikh V. Leelabai",*** and ***"Ashok Vithal Chavan and others V. Baburao Sakharam Bhagat"*** (cited supra) that the plaintiff/landlord is required to plead that not only the suit premises are not in use for a period of more than six months preceding to filing of the suit, but also the said non-user is without reasonable cause.

. It should, however, be noted that the plaintiff

has pleaded that the suit premises were closed since long and those were locked for so many years. It was also pleaded that the defendant No. 1 had started practicing at Mumbai since long and defendant No. 2 was also not in the business of cotton. All these facts would go to show that the purpose for which the premises were let, is no more in existence, the occupier also does not need the suit premises and it is merely locked for many years. All these facts pleaded would necessarily mean that the suit premises are out of use `without reasonable cause'. In the circumstances, the decree passed by the trial court, as confirmed by the learned Principal District Judge dos not suffer from any material illegality.

Limitation :

28. Mr. Shah, learned senior counsel submits that in view of the provisions of Article 67 of the Limitation Act, 1963, the suit is hopelessly barred by limitation. He relies on the ratio laid down in the cases of "***Smt. Shakuntala S. Tiwari V. Hemchand M. Singhania***" reported in ***AIR 1987 SC 1823*** and "***Sudha***

Madhusudan Lanjekar and others V. Shashikant Gajanan Pathare & others" reported in ***2012 (1) ALL MR 710.***

29. Article 67 of the Limitation Act, 1963 runs as under :

Description of Suit	**Period of Limitation**	**Time from which period begins to run**
By a landlord to recover possession from a tenant	Twelve years	When the tenancy is determined

30. It cannot be disputed that suit for eviction is required to be filed within a period of twelve years from the date of determination of tenancy. Even if we advert to the provisions of Article 66, then the suit is required to be filed within a period of twelve years when the tenant incurs forfeiture or any condition of the lease is broken. In the present case, the forfeiture is incurred upon non-payment of the rent upon issuing notice at Exhibit-96 and further upon not depositing of arrears of rent, etc. on or before the first date of hearing in the suit. In that view of the

matter, since the suit is filed within a period of twelve years of issuing of notice at Exhibit-96, the suit is within limitation.

31. No particulars in the written statement as to how the suit is beyond limitation are given. In that view of the matter, the ratio of the authorities, relied upon by the learned senior counsel, would not be applicable in the facts of the present case.

Subletting of the suit premises and opportunity to the petitioners in Civil Revision Applications No. 113/2012 and 114/2012 to have fresh hearing upon remand of the matter :

32. There is certain contradiction in the pleadings and depositions from the side of the plaintiff as to since when the present revision petitioners or their predecessor/s alongwith other added respondents were occupying the suit premises. While the Commissioner's report showed that they were in possession of the suit premises, the defendants No. 1 and 2 failed to specify as to how these added respondents were occupying the premises though leased to the predecessors of the defendants No. 1 and 2. Present revision petitioners

i.e. defendant No. 3 and defendant No. 5 though appeared in the proceedings, they failed to file their written statement and ultimately, their respective Advocates were required to intimate to the trial court that they had no further instructions from their clients for further appearance in the suit. Thereafter only, the matter was taken in revision by the defendants No. 1 and 2 in the District Court. The revision was dismissed and thereafter, the record and papers of the suit were sent back to the trial court. The file was transferred from one court to another court within the same premises of Ahmednagar District Court. In this state of facts, we shall have to find out as to whether these petitioners can be termed as unlawful sub-lessees and/or whether the case is required to be remanded back to the trial court with directions to it to accept the written statement of these revision petitioners and to begin the trial afresh.

33. It is now well established that if a third person other than the tenant is found in possession of the tenanted premises, then the tenant as well as occupier has to show the nature of the possession. In

absence of the same, since the landlord would be a stranger to the contract or agreement between the tenant and the occupier, the necessary conclusion would be that the tenanted premises are sub-let to the occupier. The facts already noted hereinabove would show that while the defendants No. 1 and 2 failed to specify the nature of possession of the rest of the defendants, these defendants and more particularly the present revision petitioners failed to specify their nature of possession by non-filing of written statement and thereafter not contesting the suit.

34. The plea of remand of the matter also cannot be considered for the simple reason that an opportunity to be heard was forfeited by non-filing of the written statement and thereafter by abstaining from trial in the trial court itself by these revision petitioners or their predecessor. The filing of civil revision application by the defendants No. 1 and 2 in the District Court, sending the record and papers from the trial court to the District Court and after some period, return of the record and papers are merely the excuses being made by the present revision petitioners. To

repeat, they thought it fit not to participate in the proceedings long back before the said episode of filing civil revision application in District Court had taken place.

35. Mr. R.R. Mantri, learned counsel for the petitioner in civil revision application No. 114/2012, relied on the ratio laid down in the case of "***Ratilal s/o Jivanbhai Lalji Vs. Kuvarben wd/o Chabildas Patel and others***", reported in ***2009 (1) All MR 654***, wherein a suit from the Small Causes Court at Fort, Mumbai was transferred with other relevant suits, upon establishment of Small Causes Court at Bandra and in those circumstances, it was held that the notice to the litigants was required.

. Here in the present case, however, we have already found that the revision petitioners abstained from the appearance and failed to file written statement. Thereafter only, the record and papers were sent to the District Court and upon return of the same, the suit was transferred not beyond the Ahmednagar District Court premises but from one court to another

court in the same premises. It is well known that in such circumstances, a general transfer order issued by the Principal District Judge placed on the notice board of the Bar Association is sufficient notice to the Advocates for the parties. The Advocates had, however, filed their no instruction pursis and no other Advocates were engaged by the present respondents. In view of these facts, when the suit was filed in the year 1989, now remanding the case again back to the trial court would be a travesty of justice.

. Mr. Mantri submits that though on an application for remand of the matter, the then District Judge passed an order that it would be considered at the time of final hearing, the same was not decided. It should however be noted that the plea of remand was considered by the District Judge in the judgement.

36. Regarding the finding of fact in this respect, the learned trial court did not grant decree on this count finding that the landlord failed to show that there was a contract of tenancy between defendants No. 1 and 2 on one hand and the other defendants on the other

hand. It was observed that merely possession of rest of the defendants than defendants No. 1 and 2 in some portion of the premises would not amount to subletting. The learned Principal District Judge confirmed the findings as recorded by the trial court but on law, differed with the trial court. For the reasons which are already forwarded by me earlier that it is for the occupier and the tenant to specify the nature of the possession of the occupier in the tenanted premises, no material irregularity, therefore, is found in the conclusion of the learned Principal District Judge in this regard.

37. Mr. Mantri submits that the lease-deed at Exhibit-100 would show that the present revision petitioner had already occupied some portion. The contents of the lease-deed, however, are only to the effect that earlier landlords' one tenant had a hut in the premises which was to be continued by the then lessee i.e. grandfather of the defendants No. 1 and 2.

38. Considering all the material on record and the legal position, discussed hereinabove, there is no merit

in all the three revision applications. Hence, the following order :-

39. All the three civil revision applications are hereby dismissed, with costs.

[M.T. JOSHI]
JUDGE

npj/cra112-113-114-2012