

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
BENCH AT AURANGABAD**

WRIT PETITION NO.9227 OF 2015

Darshanlal s/o Sitaldas Nathani,
Age 53 years, Occu. Business,
R/o Plot No.133-B, Sindhi Colony,
Aurangabad

..Petitioner
(Original defendant)

Versus

1. Sitaram s/o Tarachand
Meghawale, Age 61 years,
Occu. Business R/o Tilak road,
Aurangabad

2. Ratan s/o Tarachand Meghawale,
Age 34 years, Occu. Business,
R/o Tilak road, Aurangabad

..Respondents
(Original plaintiffs)

Mr A.D. Kasliwal, Advocate for petitioner
Mr D.A. Bhadgaonkar, Advocate for respondents No.1 and 2

CORAM : N.W. SAMBRE, J.

DATE : 22nd December 2015

PER COURT

Heard.

2. In a landlord-tenant suit, the tenant moved an application Exhibit 30 in Rent Suit No.1 of 2012, for placing on record the earlier two agreements, which prayer came to be rejected by learned Joint Civil Judge, Junior Division, Aurangabad by order dated 7th July 2015, as such present petition.

3. Mr Kasliwal, learned Counsel for the petitioner would urge that the application for fixing fair rent initiated along with the suit in question is pending adjudication. He would then urge that once the said issue is raised, the application for placing on record these two agreements ought not to have been rejected. According to him, the documents are laconic

one and are required for deciding the controversy between the landlord and tenant.

4. The prayer is opposed by learned Counsel for the respondent – landlord, who submits that the application for fixing fair rent will take its own course in accordance with law, however, once the petitioner has admitted the renewal of agreement in the year 2005 and the rent of Rs.2,000/- per month, the earlier two documents qua the rent agreements are of hardly any importance for deciding the controversy.

5. According to learned Counsel for the respondent, the petition lacs merit and is liable to be rejected.

6. Learned trial Court, having noted that the petitioner-defendant has admitted the execution of renewal of rent agreement in the year 2005, for which the agreed rent was Rs.2,000/- per month. In my opinion, once the petitioner-tenant has agreed the renewal rent agreement, the earlier documents in relation to rent agreement will be of hardly any consequence for deciding the claim made in the landlord-tenant suit.

7. As such, in my opinion, the order impugned does not call for any interference. Writ Petition stands dismissed.

(N.W. SAMBRE, J.)

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