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IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.10198 OF 2014

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| 1. | Sakharam Baburao Shinde
Age - 53 years, Occ - Agri. | PETITIONERS |
| 2. | Tukaram Baburao Shinde,
Age - 51 years, Occ - Agri. | |
| 3. | Gorakh Baburao Shinde,
Age - 43 years, Occ - Agri | |
| 4. | Machindra Baburao Shinde,
Age - 41 years, Occ - Agri. | |
| 5. | Anil Sakharam Shinde,
Age - 25 years, Occ - Agri. | |
| 6. | Nitin Machindra Shinde,
Age - 22 years, Occ - Agri. | |

All R/o Pimpalwadi Road,
Shirdi, Taluka - Rahata,
District - Ahmednagar

VERSUS

Jitendra Shantilal Shah Age - 65 years, Occ - Business, R/o Sai Bhumi Service Apartment, "B"Type Building, Silver Oak, Green View, Pimpalwadi Road, Shirdi, Taluka - Rahata, District - Ahmednagar	RESPONDENT
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Mr. Shailesh S. Chapalgaonkar, Advocate for the petitioners
 Mr. Mukul S. Kulkarni, Advocate for the respondent

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[CORAM : SUNIL P. DESHMUKH, J.]

DATE : 2nd JULY, 2015

ORAL JUDGMENT :

1. Rule. Rule made returnable forthwith and heard finally with consent of learned advocates for the parties.

2. After hearing learned advocates for the parties, situation emerges that the defendants - petitioners have served a notice on the plaintiff terminating the licence. It is contended that initially the leave and licence document had been registered however, subsequent agreement was notarized and accordingly the plaintiff - respondent had been in occupation of the premises. It appears that dispute arose between the parties making allegations against each other and notice came to be served by the defendants on plaintiff giving rise to Regular Civil Suit No. 749 of 2013 seeking various injunctions including mandatory injunction. Application for temporary injunction before trial court, at the instance of the plaintiff had failed, however, the appellate court has reversed the order of the trial court and has granted injunction.

3. Taking into account various aspects of the matter, particularly, that there are written agreements in respect of occupation by the plaintiff and findings in respect of this position

may not be amenable for disturbance under the writ jurisdiction of this court at this stage. I, therefore, see no substance in the writ petition, for the purpose of reliefs claimed therein. Writ petition as such, stands dismissed. Rule stands discharged.

4. However, learned advocate for the petitioners - defendants contends that the order passed by the appellate court has already been implemented but the plaintiff - respondent cannot be let scot-free without paying any compensation in respect of occupation being enjoyed during pendency of suit. He, therefore, without prejudice to the rights of the petitioners - defendants makes a fervent appeal for directing to the respondent - plaintiff to pay compensation per month regularly.

5. Mr. Kulkarni, learned advocate appearing for the plaintiff - respondent, however purports to view the matter from altogether different angle. He submits that the parties may explore possibility of settlement. He further submits that having regard to sub section 2 of section 55 of the Maharashtra Rent Control Act, 1999, the request of the petitioners may not be considered.

6. However, in my estimate, equities can be balanced by directing the plaintiff - respondent to keep on depositing an

amount, equivalent to the amount of licence fees / rent as was agreed under the last written agreement, referred to by the defendants - petitioners, in the trial court, per month regularly, during pendency of the suit.

7. It is made clear that this order shall not influence the trial court while deciding the suit and shall not affect merits of the contentions of the parties. Mr. Kulkarni, apprehends that quantum of amount being referred to pursuant to written agreement may influence the proceedings for standard rent. I have already made clear about that this order shall not influence the court while it comes to decision on merits and courts shall not get bogged down by the observations under this order.

[SUNIL P. DESHMUKH, J.]