

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 5721 OF 2015

Shrikant K. Bajpai

.. Petitioner

vs.

Pandurang M. Tatkare & ors.

.. Respondents

Mr. C.N. Chavan for the Petitioner.

Mr. K.H. Holambe Patil for Respondent No.4.

CORAM : M. S. SONAK, J.

DATE : 25 AUGUST 2015.

P.C. :-

1] On 24 July 2015, the parties were put to notice that this matter may be disposed of finally at the stage of admission.

2] Mr. Chavan, learned counsel for the petitioner, states that the service has been effected upon the respondents and necessary affidavit of service has been filed. Mr. K.H. Holambe Patil appears for respondent No.4, who is really a contesting respondent in the matter.

3] This petition is directed against the orders dated 30 July 2014 and 10 February 2015 by which the Trial Court and the Revisional Court have permitted the impleadment of respondent No.4 in R.A.E. Suit No. 250/392 of 2013 instituted by the petitioner against respondent Nos.1, 2 and 3 seeking eviction of the said respondent Nos.1,2 and 3 from the suit premises.

4] The respondent No.4, took out an application (Exhibit-16) in the aforesaid suit seeking impleadment on the ground that the respondent No.4 is the superior title holder and consequently the proper landlord in respect of the suit premises. Mr. Patil, learned counsel for respondent No.4, has submitted that the petitioner herein was earlier a power of attorney holder from the earlier superior title holder. The power of attorney has since been revoked the superior title holder has surrendered the lease hold rights in favour of the owner. The owner, in turn, has constituted the respondent No.4 as the lessee and therefore, the superior title holder vis-a-vis the petitioner herein. In these circumstances, Mr. Patil submitted that the respondent No.4 was a necessary party in the suit. In any case, Mr. Patil submitted that the respondent No.4 was a proper party and the impleadment was necessary to prevent the multiplicity of proceedings.

5] In my judgment, considering the limited jurisdiction which a Rent Court can exercise, it was not proper to order the impleadment of respondent No.4. Ultimately, it is to be noted that the respondent No.4 seeks to enforce its claim to the suit premises. The Rent Court, in the present case, is only required to decide the issue as to whether

the petitioner is indeed a landlord *qua* respondent Nos.1, 2 and 3 against whom the petitioner has instituted the suit for eviction. There is a difference between the concept of 'landlord' for the purposes of Rent Act and a superior title holder. In a given case, it is very much possible that a landlord may not be the owner or the title holder in respect of the suit premises. The disputes with regard to title are not meant to be adjudicated by the Rent Courts. If the respondent No.4, has a claim, based upon its title, then the Rent Court is not proper forum to get adjudication of such dispute. In fact, the proceedings before the Rent Court might be embarrassed on account of the impleadment of respondent No.4 and its plea for adjudication of such disputes.

6] No doubt, even if, the Rent Court grants a decree of eviction in favour of the petitioner, the same will neither bind nor affect the rights of respondent No.4, if any, to the suit premises. Accordingly, the impugned orders, impleading the respondent No.4 are in excess of jurisdiction and therefore, have to be set aside.

7] If, however, there is any proposal on the part of the petitioner to settle or compromise the matter with respondent Nos.1,2 and 3,

then the Trial Court is directed to issue notice to respondent No.4 before accepting on record any such consent terms or compromise terms. This will sufficiently protect the interest of respondent No.4, at this stage.

8] It is made clear that this Court has not adjudicated the *inter se* disputes between the petitioner and respondent No.4. Accordingly, all such issues as well as all contentions of all parties in this regard are specifically kept open.

9] Accordingly, Writ Petition is allowed in terms of prayer clause (b). There shall be no order as to costs.

(M. S. SONAK, J.)

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