

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION  
CIVIL REVISION APPLICATION NO. 198 OF 2008

- |    |                                                    |                |
|----|----------------------------------------------------|----------------|
| 1] | Makke Abubakar Darvesh<br>(since deceased deleted) |                |
| 2] | Mohomed Farouk Suleman Darvesh                     |                |
| 3] | Hasanmiya Suleman Darvesh                          |                |
| 4] | Abdul Aziz Abdul Latif<br>(since deceased deleted) | .. Applicants  |
|    | vs.                                                |                |
| 1] | Sardar Tarlochansingh Pritamsingh Kalsi            |                |
| 2] | Sardar Rajwantsingh Pritamsingh Kalsi              |                |
| 3] | Pravinsingh Sardar Bhagatsingh Kalsi               | .. Respondents |

Mr. Vijay Thorat, Sr. Advocate a/w. Ms Prachi Tatke, Simeeen Shaikh, Rashmi Patil i/b S.K. Srivastav & Co. for Applicants.

Mr. R.S. Apte, Sr. Advocate i/b Mr. Ashutosh Gole for Respondent Nos.1 to 3.

**CORAM : M. S. SONAK, J.**

Date of Reserving the Judgment : 24 June 2015.

Date of Pronouncing the Judgment : 03 July 2015.

**JUDGMENT :-**

1] This civil revision application challenges the judgment and order dated 4 April 2003 (impugned order) dismissing the Appeal No. 409 of 2001 in L.E.Suit No. 14/19 of 1985 instituted by the applicants in the Court of Small Causes Court at Mumbai.

2] The applicants, the plaintiffs in L.E. Suit No. 14/19 of 1985 claim to be trustees under the Deed of Wakf dated 22 December 1942 made by one Zulekhabai wife of Mia Ahemd Haji Suleman

Darvesh. The applicants claim that by deed of lease dated 23 December 1909, Secretary of State for India in Council had demised to Lakhmidas Haridas and Rustomji Sethna two vacant plots of land aggregating 67550 sq. yards at Victoria Road, Byculla, Bombay for term of 99 years upon certain terms, conditions and covenants set out therein. The applicants claim to have succeeded to such demise. There are, however, no particulars in the plaint, as to the manner in which the demise is said to have devolved upon the applicants.

3] The applicants further claim that the aforesaid demised property came to be subdivided into several small plots, one of the plots being plot no. 123, which has been described as '*suit premises*' in the plaint. The applicants claim that the respondents (defendants in the suit) are the '*monthly subtenants*' in respect of the suit premises. Again, in the plaint, there are no particulars with regard to the tenant through whom such monthly subtenancy was created. The plaint, however proceeds to state that the applicants, by notice dated 16 October 1984, terminated the tenancy and demanded restoration of possession of the suit premises from the respondents. In the plaint, there is an averment that the suit premises belong to the Government and therefore the provisions of the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947 (Rent Act) do not apply to the suit premises.

4] On the basis of the said pleadings, the applicants, in their plaint, have applied for the following substantive reliefs:

*(a) For a decree in ejectment against the Defendants ordering the Defendants to vacate the suit premises, i.e., the plot of land bearing No. 123 situated at Mustafa Bazar, Victoria Road, Mazgaon, Bombay – 400 010, and more particularly shown in the plan hereto annexed and marked Exhibit A;*

*(b) That it may be declared that the Defendants have no right to deal with or dispose of or part with possession of the aforesaid premises, or any part thereof or to give the same on leave and licence basis or otherwise to any person and/or to induct any third person into possession thereof or to create any third party interest therein;*

*(c) That the Defendants, their agents, servants and representatives be restrained by an Order and Injunction of this Honourable Court from in any way dealing with, disposing of the aforesaid suit premises or any part thereof or giving the same on leave and licence basis or otherwise to any persons and / or from inducting any third person into possession thereof or creating any third party interest therein;*

5] The respondents, in their written statement, have denied the aforesaid claim of the applicants. It is the case of the respondents that one Saudagar Darvesh, who was the sole proprietor of M/s. Pioneer Saw Mills erected upon the suit premises, migrated to Pakistan in the year 1947. As a result, the saw mill along with the land beneath the same was taken over and vested in the Custodian of Evacuee Properties. The respondents, who were themselves migrants / refugees from Sind (Pakistan) were allotted the saw mill

along with the land beneath the same by the Custodian / Resettlement Authorities. As per the directions of such Authorities however, the respondents commenced and continued payment of rent in respect of the suit premises in favour of the Trust propounded by Zulekhabai. The respondents also pleaded that they had to leave behind their own properties in Sind (Pakistan) at the time of partition and that the saw mill and the land beneath the same was entitled to the protection of the Rent Act.

6] The trial Court and the first appeal Court have dismissed the applicants suit by holding that the protection of the Rent Act was available for the suit premises, which includes the saw mill thereon. Hence, the present civil revision application.

7] Mr. Vijay Thorat for the applicants submitted that a suit as instituted, concerned only the land sublet to the respondents and not the building in the form of saw mill thereon. There is ample material, in form of pleadings, evidence as also admissions that the suit premises belonged to the Government. In such circumstances, the conclusion is inescapable that in terms of section 4(1) of the Rent Act, the suit premises stand exempted from the application of the Rent Act. In respect of the building upon the suit premises, Mr.

Thorat relying upon the decision of this Court in the case of *Ramkrishna Girishchandra Dode vs. Anand G. Kelkar*<sup>1</sup>, submitted that the concept of dual ownership is very much recognized in India. If therefore, the respondents are ordered to be evicted from the suit premises i.e. the land beneath the building, said decree of eviction is perfectly competent and executable, by perhaps offering the respondents an opportunity to dismantle and remove the building or against acceptance of reasonable compensation in respect thereof. Mr. Thorat submitted that the two Courts having failed to approach the matter from such perspective, the resultant decree is vitiated by jurisdictional errors or in any case errors apparent on face of record.

8] The claim of the applicants therefore is that the Rent Act does not apply to the suit premises and there being no tangible defence other than the immunity under the Rent Act, the suit should have been decreed in favour of the applicants. The respondents on the other hand, urged that the suit premises, though restrictively described in the plaint, in fact, have thereon building in the form of M/s. Pioneer Saw Mills. In the absence of any pleadings that such building was erected upon the suit premises *dehors* the terms of lease, the suit premises, in terms of section 4(4)(a) of the Rent Act are not covered by the expression '*premises belonging to the*

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1 1999 (1) Mh.L.J. 37

*Government or a local authority'* and consequently cannot be said to be exempted from the application of the Rent Act under section 4(1) of the Rent Act.

9] In order to appreciate the aforesaid rival contentions, reference to the provisions contained in section 4(1) and 4(4)(a) of the Rent Act is necessary.

10] Section 4(1) of the Rent Act, reads thus :-

*“4(1) This Act shall not apply to any premises belonging to the Government or a local authority or apply as against the Government to any tenancy (licence) or other like relationship created by a grant from (or a licence given by ) the Government in respect of premises [requisitioned or taken on lease) (or on licence) by the Government, including any premises taken on behalf of the Government on the basis of tenancy (or of licence) or other like relationship by, or in the name of officer subordinate to the Government authorised in this behalf; but it shall apply in respect of (premises let, or given on licence, to) the Government or a local authority (or taken on behalf of the Government on such basis by, or in the name of such officer).”*

11] The expression '*premises belonging to the Government or a local authority'* as it appears in section 4(1) aforesaid, is subject to certain exclusions which are set out in sub clause (4)(a) of the Rent Act and the same reads thus :

*“(4) (a) The expression “premises belonging to the Government or a local authority” in sub-section (1) shall notwithstanding anything contained in the said sub-section*

*or in any judgment, decree or order of a court, not include a building erected on any land held by any person from the Government or a local authority under an agreement, lease or other grant, although having regard to the provisions of such agreement, lease or grant the building so erected may belong or continue to belong to the Government or the local authority, as the case may be.”*

12] The legislative history behind the enactment of section 4(4)(a) of the Rent Act is succinctly set out by the Supreme Court in the case of *Nagji Vallabhji*<sup>2</sup>. The exemption granted under section 4(1) of the Rent Act came up for consideration of the Supreme Court in the case of *Bhatia Society*.<sup>3</sup> In the said case, a building site was auctioned by the City Improvement Trust of Bombay, with a condition that the bidder erects a building thereon, which was to be leased to the builder for a period of 99 years at a fixed yearly rent. In such circumstances, it was held that the building belonged to the Improvement Trust and not to the bidder and a suit by the lessee (bidder) of the Improvement Trust as against his sub lessee was not governed by the Rent Act as the premises belonged to local authority within meaning of section 4(1) of the Rent Act. In analysing section 4(1) of the Rent Act, the Court pointed out that the sub-section has three parts, namely, (1) this Act shall not apply to premises belonging to the government or a local authority, (2) this Act shall not apply as against the government to any tenancy or other like

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2 *Nagji Vallabhji and Company vs. Meghji Vijpar and Company and anr.* (1988) 3 SCC 68 (paragraph 8)

3 *Bhatia Cooperative Housing Society Ltd. vs. D.C. Patel* AIR 1953 SC 16

relationship created by grant from the government in respect of premises taken on lease or requisitioned by the government and (3) this Act shall not apply in respect of premises let out to the government or a local authority. The court observed that the conclusion was, therefore, irresistible that the legislature did not by the first part intend to exempt the relationship of the landlord and tenant but intended to confer on the premises belonging to government an immunity from the operation of the Act. The contention of the counsel for the sub-lessee that the immunity given by the first part should be held to be available only to the government or a local authority to which the premises belonged was rejected. It was held that if the benefit of the immunity was given only to the government or a local authority and not to its lessee and the Act applied to the premises as against the lessee, it must follow that under section 15 of that Act, it would not be lawful for the lessee to sublet the premises or any part of it and that if such were the consequences, nobody would take a building lease from the government or a local authority and the immunity given to the government or a local authority would, for all practical purposes, and in so far as at any rate as the building leases are concerned, be wholly illusory and worthless and the underlying purpose for bestowing such immunity will be rendered wholly ineffective.

13] As a result of *Bhatia Society* (supra) the sub lessee in a building put up by the lessee from the Government or a local authority under a building lease did not get any protection from being evicted at the sweet will of the lessee and were denied the benefit of the protective provisions contained under the Rent Act. In order to obviate this hardship of the sub lessee, the legislature introduced sub section (4)(a) in the Rent Act, so that sub lessees of the lessee of land belonging to Government or local authority is not condemned to go without the immunity otherwise available under the Rent Act and to suffer eviction '*at the sweet will of the lessee*'.

14] In *Nagji Vallabhji* (supra) however, the appellants were sub tenants of respondent no. 1 firm, which had taken on lease the suit godown along with land beneath the same from the Bombay Port Trust (BPT). The suit godown had admittedly been constructed by the BPT upon its own land and thereafter leased to the respondent no. 1 firm. In such a situation, the question which arose for determination was whether the suit godown constitutes '*premises belonging to the Government or a local authority*' as the expression appears in section 4(1) of the Rent Act or whether, the exclusion as contained in section 4(4)(a) of the Rent Act applies. The Supreme

Court, in such factual context, observed that a plain reading of section 4(1) of the Rent Act makes it clear that the provisions of the Rent Act are not applicable to the *premises belonging to the Government or a local authority*. Sub section (4)(a) only takes out from the scope of exemption conferred by section 4 any building erected on any land held by any person from the Government or a local authority under an agreement, lease, licence or other grants, although, having regard to the provisions of the said agreement such licence or other grant, the building so erected may belong or continue to belong to the Government or local authority as the case may be. If these provisions were to be construed as including any building put up or erected on the land by any person from the Government or a local authority, result would be that such protection would be available even against the Government and local authority, thereby rendering the substantive provisions of sub-section (1) of section 4 '*largely nugatory*'. Therefore, upon plain reading of the provisions under section 4(4)(a) of the Rent Act, it is clear that there is no intention therein, to take out any building put up by the Government or a local authority from the scope of exemption conferred by sub section (1) of section 4 of the Rent Act. In fact, the language of the Rent Act read together, suggest that it was only in respect of a building put up on the Government land or

land belonging to a local authority under a building agreement with the sub lessees were taken out of the exemption contained in sub section (1) of section 4 and allowed the benefit of the provisions of the Rent Act. It is significant that the exemption granted under the earlier part of sub section (1) of section 4 is in respect of the premises and not in respect of the relationship. To confer protection of the Rent Act upon sub lessees occupying premises in any building erected upon Government land or land belonging to a local authority irrespective of the question as to who has put up the building, would practically amount to re-writing the provisions of section 4 of the Rent Act, which, it was held, was impermissible.

15] In case of *Zunshi Yadav*<sup>4</sup>, the learned Single Judge of this Court has held that before the provisions of sub section 4(4)(a) of the Rent Act can be made applicable, the premises should satisfy a dual test. First, the land must be held from the Government or a local authority under a lease and second, the lessee, under the terms of the lease should have constructed the building thereon. In case of such a building, even though the same belonged to the Government or a local authority, the provisions of section 4(4)(a) of the Rent Act would apply and the immunity granted by section 4(1) of the Rent Act will not apply. This decision, in fact, follows the decision of the

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4 *Zunshi Bhanu Yadav vs. Tukaram Raghoo Chavan* 1993 Mh.L.J. 859

Division Bench of this Court in the case of *Ram Bhagwandas*<sup>5</sup>, where it was held that the proper interpretation to put up on section 4(4)(a) of the Rent Act is that the expression '*under an agreement, lease or grant*' must qualify both '*building erected*' and '*land held*'. In other words, a building is erected by the lessee in pursuance of the agreement, lease or grant given to the person who holds the land under that agreement, lease or grant. Therefore, where a building is erected by the lessee not in pursuance of any agreement, lease or grant with the Government or the local authority, then such building is not covered under section 4(4)(a) of the Rent Act. What section 4(1) does is to give immunity to the Government or the local authority in respect of the land which it has let out to the lessee and that immunity cannot be taken away merely because the lessee on his own volition and *dehors* the agreement, lease or grant chooses to put up structure on that land. Further, expression '*building erected on any land held by any person from the Government or a local authority*' is descriptive of the building. It does not emphasise the point of time when the building was erected. What is emphasised is that the nature of the building must be such as to satisfy test that it is erected on a land held by a person from the Government or a local authority, and the test must be applied at the time when the protection is sought.

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5 *Ram Bhagwandas vs. Municipal Corporation of the City of Bombay* AIR 1956 Bombay 364

16] From the aforesaid, it is quite clear that exemption from the operation of the Rent Act under section 4(1) thereof, will not be applicable to a building put up by a lessee on Government land under the provisions of agreement, lease, licence or grant, even though, having regard to the provisions of such agreement, lease, licence or grant, the building so erected may belong to or continue to belong to the Government or the local authority as the case may be. If, therefore, the applicants seek to profit from the exemption under section 4(1) of the Rent Act and contend protection of the Rent Act is inapplicable to the suit premises, then it was necessary for the applicants to have pleaded the true and complete case with regard to the existence of the building upon the demised property and further, pleaded and established that such building was erected upon the demised property *dehors* any agreement, lease, licence or grant. For reasons which will become apparent hereafter, the applicants have neither pleaded nor established any such jurisdictional facts. By means of mere clever drafting, which basically involves minimum disclosure and maximum suppressions, it would not be permissible for the applicants to, in effect, secure eviction of the respondents from the suit premises and the building thereon.

17] If the interpretation, based upon the concept of dual ownership, which, though recognized in India, is accepted in the fact situation of the present case, then perhaps the legal position prevalent prior to the introduction of section 4(4)(a) of the Rent Act would revive. The position, comparable to the one in the case of *Bhatia Society* (supra) would revive. The very *raison d'etre* for the legislative amendment resulting in introduction of section 4(4)(a) would stand frustrated. The applicants, on basis of such interpretation which would be contrary to both the legal provisions as well as the legislative intent behind the same, then indirectly seek to achieve, what the provisions contained in section 4(4)(a) of the Rent Act seek to prevent directly. The object of introduction of section 4(4)(a) in the Rent Act was to obviate the hardships which sub lessees would encounter in eviction proceedings initiated by lessees who may have erected buildings upon lands taken on lease from the Government or local authority and put up buildings thereon in terms of such lease. The protection of the Rent Act was intended to be extended to such sub lessees, notwithstanding the circumstance, that in terms of the lease or agreement, the building so erected was to belong to the Government or a local authority as the case may be. This extended protection, reflects not merely the

legislative intent but also the legislative anxiety to prevent a subterfuge where sub lessees are evicted at the sweet will of the lessees taking advantage of the circumstance that the land whereon the building has been erected belongs to the Government or has been taken on lease from the Government or the local authority.

18] Mr. Thorat, however submitted that it was for the respondents to plead and establish that the building i.e. M/s. Pioneer Saw Mills was indeed erected by the lessees of the Government in pursuance of the lease deed and that, the same was not *dehors* the lease deed. This plea cannot be accepted for several reasons. In the first place, it is the applicants who had come up with a categorical plea that the provisions of the Rent Act do not apply to the suit premises, in the light of exemption under section 4(1) of the Rent Act. Accordingly, it was for the applicants to plead and establish the necessary jurisdictional facts, entitling them to claim such exemption. Secondly, it was for the applicants to have at least come out with the true and complete case that upon the suit premises, there was in existence, a building in the form of M/s. Pioneer Saw Mills and thereafter perhaps explain the circumstances in which the same came up. The applicants suppressed such vital and significant fact, despite full knowledge about the same. The knowledge in this

regard, is apparent from the deposition of P.W. 1 Mohamed Farukh Suleman Darvesh, who has admitted that Saudagar Darvesh, the former sole proprietor of M/s. Pioneer Saw Mills who migrated to Pakistan in 1947, was his father. The applicants accordingly, cannot seek some advantage or make some kind of virtue by not pleading or establishing all such relevant facts in the plaint, upon the spacious plea that eviction has been applied for only in respect of the land beneath the building. It is apparent, apart from it being the very contention of the applicants that no sooner a decree of eviction is made in respect of the land, the respondents right and possession over the building above the same, virtually goes overboard. The applicants themselves contend that the respondents, in such a situation, can only claim the right to dismantle and remove the building or some reasonable compensation towards the structure / building. The applicants, cannot, achieve such a result on the basis of clever drafting, particularly when a relief of this nature would be contrary to both the letter and spirit of the provisions contained in section 4(4)(a) of the Rent Act. The equitable jurisdiction under section 115 of the CPC cannot be exercised for such purposes.

19] The provisions contained in section 4(1) and section 4(4)(a) of the Rent Act admit of no serious ambiguity, notwithstanding

inartistic manner in which they have been drafted. Assuming however that some ambiguity does arise it would be legitimate to make reference to the aforesaid legislative history as well as the legislative intent which led to the introduction of section 4(4)(a) in the Rent Act. For this purpose, resort, can always be had to the 'mischief rule' laid down in *Heydon's case*<sup>6</sup>. This rule postulates consideration of following matters in construing statutory provisions or an Act : (i) What was the law before the making of the Act, (ii) What was the mischief or defect for which the law did not provide, (iii) What is the remedy that the Act has provided, and (iv) What is the reason of the remedy. The rule then directs that the courts must adopt that construction which "*shall suppress the mischief and advance the remedy.*"

20] In the case of *Bengal Immunity Co. vs. State of Bihar*<sup>7</sup>, the Hon'ble Apex Court explained and applied the rule in case of *Heydon's case* by observing thus :

*"It is as sound rule of construction of a statute firmly established in England as far as back as 1584 when Heydon's case was decided that for the sure and true interpretation of all Statutes in general (be they penal or beneficial, restrictive or enlarging of the common law) four things are to be discerned and considered:*

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6 76 ER 637

7 AIR 1955 SC 661

- 1<sup>st</sup> - *What was the common law before the making of the Act,*
- 2<sup>nd</sup> - *What was the mischief and defect for which the common law did not provide,*
- 3<sup>rd</sup> - *What remedy the Parliament hath resolved and appointed to cure the disease of the commonwealth, and*
- 4<sup>th</sup> - *The true reason of the remedy; ”*

*and then the office of all the judges is always to make such construction as shall suppress the mischief, and advance the remedy, and to suppress subtle inventions and evasions for continuance of the mischief, and pro private commodo, and to add force and life to the cure and remedy, accordingly to the true intent of the makers of the Act, pro bono publico.:*

21] As noticed earlier, the applicants, neither in their pleadings nor in their depositions have set out any case that the building erected upon the suit premises i.e. M/s. Pioneer Saw Mills was erected by the Government itself or by the lessees *dehors* the lease with the Government. The applicants chose to offer no pleadings whatsoever in respect of the building upon the suit premises. Such a case, was not pleaded, it appears, for obvious reasons. There is unimpeachable material, in the form of admission elicited during the cross-examination of P.W. 1 Mohamed Farukh Suleman Darvesh that Saudagar Darvesh, the sole proprietor of M/s. Pioneer Saw Mills was none other than the father of the P.W. 1, who migrated to Pakistan in 1947 and it is this building, which was vested in the Custodian and ultimately allotted to the respondents. The evidence on record, also bears out that the respondents are migrants /

refugees from Sind (Pakistan) and had to leave their properties in Pakistan at the time of partition of India. The respondents, in pursuance of orders made by the Custodian of Evacuee Property / Resettlement Authorities, have been in possession of M/s. Pioneer Saw Mills which includes land beneath the same from the year 1950. The properties were allotted by the authorities and the respondents, in pursuance of such allotment and directions, have been paying the rents in respect of the suit premises. At this point of time, it would be harsh and inequitable to deprive the respondents of their premises at the behest of the applicants, who claim to be the lessees of the suit premises from the Government. The interpretation suggested by the applicants upon statutory provisions is neither supported by the letter nor by the spirit of the legal provisions.

22] The matter, can be examined from yet another perspective. The exemption from the protective provisions of the Rent Act conferred upon certain entities or certain premises is based upon certain underlying assumptions, perhaps assumed as inherent in the entities or the premises chosen for such exemptions. For example, the exemptions granted to the Government or local authorities, are upon the premise that the Government or local authorities will not exercise their powers in an arbitrary or fanciful manner and go

about evicting their tenants at their sweet will. The exemptions are granted upon the implied premise that Government or local authorities would always act in public interest and would always take into account all relevant considerations which apply to any peculiar fact situation. In the case of *Rampratap Jaidayal vs. Dominion of India*<sup>8</sup>, the Chief Justice Chagla, in the context of exemption granted to the Government from the applicability of the Rent Act has observed thus:

*"It is not too much to assume, as the legislature did in this case assume, that the very government whose object was to protect the tenants and prevent rent being increased and prevent people being ejected, would not itself when it was the landlord do those very things which it sought to prohibit its people from doing, and therefore the underlying assumption of this exemption is that government would not increase rents and would not eject tenants unless it was absolutely necessary in public interest and unless a particular building was required for a public purpose."*

23] Similarly, the Apex Court in the case of *Dwarkadas Marfatia and Sons vs. Board of Trustees of the Port of Bombay*<sup>9</sup>, at paragraphs 24 and 27 has observed thus:

*"24. The field of letting and eviction of tenants is normally governed by the [Rent Act](#). The Port Trust is statutorily exempted from the operation of the [Rent Act](#) on the basis of its public/governmental character. The legislative assumption or expectation as noted in the observations of Chagla C.J. in Rampratap Jaidayal's case cannot make such conduct a matter of contract pure and simple. These corporations must act in accordance with certain*

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8 1952 LR 54 Bom 927, 934

9 (1989) 3 SCC 293

*constitutional conscience and whether they have so acted, must be discernible from the conduct of such corporations. In this connection, reference may be made on the observations of this Court in [Som Prakash Rekhi v. Union of India](#), [1981] 2 SCR 111, reiterated in [M.C. Mehta & Anr. v. Union of India](#), [1987] 1 SCC 395, wherein at p. 148, this Court observed: (SCC p.480, para 55)*

*"It is dangerous to exonerate corporations from the need to have constitutional conscience; and so, that interpretation, language permitting, which makes governmental agencies, whatever their mien amenable to constitutional limitations must be adopted by the court as against the alternative of permitting them to flourish as an imperium in imperio."*

27. We are inclined to accept the submission that every activity of a public authority especially in the background of the assumption on which such authority enjoys immunity from the rigours of the Rent Act, must be informed by reason and guided by the public interest. All exercise of discretion or power by public authorities as the respondent, in respect of dealing with tenants in respect of which they have been treated separately and distinctly from other landlords on the assumption that they would not act as private landlords, must be judged by that standard. If a governmental policy or action even in contractual matters fails to satisfy the test of reasonableness, it would be unconstitutional. See the observations of this Court in *Kasturi Lal Lakshmi Reddy and R.D. Shetty v. The International Airport Authority of India & Ors.* ( SCC pp. 505-06: SCR p.1034."

24] To permit the applicants to seek eviction of the respondents, virtually at their sweet will, in the facts and circumstances of the present case, would virtually permit the applicants to achieve, what even the Government, may not possibly have achieved or may not have wanted to achieve, having regard to the very purpose of exemptions, rulings of this Court and the Supreme Court and the allotment in favour of refugees with a view to their re- settlement.

The applicants cannot, relying upon the exemptions contained in section 4(1) of the Rent Act, seek the eviction of the respondents in the fact situation borne by the material on record. There are concurrent findings recorded by the two Courts and no perversity has been demonstrated in the record of the same. This is yet another reason why, the present revision application deserves dismissal.

25] Thus, upon cumulative consideration of the aforesaid circumstances, this revision application is dismissed. Rule is discharged. There shall be no order as to costs.

**(M. S. SONAK, J.)**