

Vs. International Assets Reconstruction Company Limited & Ors., Respondents [(2014) 6 SCC 1]. It is submitted that the said judgment makes a reference to a registered agreement of lease and not that of the tenancy. It is submitted that the Petitioner has annexed several other documents to show that he was in possession of the property, which is mortgaged to the Bank.

2. On the other hand, learned counsel appearing on behalf of the Respondent Bank submits that the address shown in the cause title of the petition is the same address, which was of the tenant and the landlords – Respondent Nos. 3, 4 and 5. Secondly, it is submitted that the Petitioner has not produced any electricity bill, Adhar card, etc. to show that property is in his possession. Lastly, it is submitted that since the agreement is not registered, protection, which has been given by the Apex Court in the case of ***Harshad Govardhan Sondagar (supra)*** cannot be availed by the Petitioner. In our view, there is much substance in the submissions made on behalf of the Respondent Bank. The Apex Court in the case of - ***Harshad Govardhan Sondagar (supra)*** clearly held that only those persons who have registered agreement of lease in their favour executed prior to the mortgage, are

entitled to get protection, and therefore, Petitioner is not entitled to get protection by virtue of the said judgment. Writ petition is, therefore, dismissed and is accordingly disposed of.

3. The learned counsel appearing for the Petitioner seeks stay of this order. Request is declined.

Sd/-
[A. R. JOSHI, J.]

Sd/-
[V. M. KANADE, J.]

Vinayak Halemath