

FARAD CONTINUATION SHEET NO.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE, BENCH AT AURANGABAD

WRIT PETITION NO.946 OF 2013.**Deelip Punditrao Pandit and others Vs. The State of Maharashtra and others.**

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's orders
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Mr.V.D.Patnoorkar, advocate for the petitioners.
 Mr.A.M.Phule, A.G.P for the State
 Mr.A.M.Karad, advocate for Respondent Nos.2 to 5.

**CORAM : S.V.GANGAPURWALA AND
 A.M.BADAR, JJ.**
Date : 18.01.2016.

PER COURT :

1. Heard.
2. Mr.Patnoorkar, learned counsel for the petitioners submits that pursuant to agreement (Exh.A), the petitioners are liable to pay the rent. The agreement is for a period of 30 years. As per the agreement it is only after five years, 30% increase was permissible. However, vide notice (Exh.B) exorbitant increase in rent was demanded. The same is illegal and against the agreement.
3. Mr.Karad, learned counsel for Respondent Nos.2 and 3 on instructions of Mr.Nikam, authorised Officer of the Corporation submits that the petitioners may give fresh representation. The

authorities would reconsider the representation and the quantum of rent keeping in mind the agreement, the statute and all other relevant aspects. The learned counsel further submits that petitioners till date are in arrears of huge amount of rent. They have also not deposited the arrears of rent as per the old rate. The petitioners be first directed to deposit the rent.

4. There is no impediment for the petitioners to deposit the rent at least as per the quantum of rent agreed in the agreement without prejudice to the rights of either of the parties.

5. Mr.Patnoorkar, learned counsel submits that the petitioners are agreeable to deposit the rent as per the term of the agreement (Exh.A), so also clause 2 of the said agreement i.e. 30% increase for every five years.

6. Considering the aforesaid submissions, we pass the following order :

a) The petitioners shall deposit the arrears of rent as per clause 2 of the agreement i.e. 30% increase for every five years with the Respondent No.2 within a period of two (2) weeks from today. The petitioners may make a comprehensive representation regarding charging of rent. The Corporation shall take decision on the said representation as submitted by the petitioners on its own merits, preferably within three (3) months. Till the decision is taken by the Corporation on the representation of the petitioners, the

Corporation shall not claim rent as per the impugned notice. The petitioners shall make representation within two (2) weeks from today.

- b) In case some orders are passed prejudicial to the interest of the petitioners, the petitioners are at liberty to assail the same.
- c) The Writ Petition is disposed of. No costs.

(A . M . BADAR , J .)

(S . V . GANGAPURWALA , J .)

Dt.18.01.2016.
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