

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

1. WRIT PETITION NO. 5018 OF 2016

Anil Gopal Rupade ..Petitioner.

Smt. Smita Pradeep Shah .. Respondent

WITH

2. WRIT PETITION NO. 5021 OF 2016

Dhanashree Anil Rupade ..Petitioner.

Smt. Smita Pradeep Shah .. Respondent

WITH

3. WRIT PETITION NO. 5022 OF 2016

Milind Manohar Raut ..Petitioner.

Smt. Smita Pradeep Shah .. Respondent

WITH

4. WRIT PETITION NO. 5342 OF 2016

Satish Madhav Kulkarni ..Petitioner.

Smt. Smita Pradeep Shah .. Respondent

WITH

5. WRIT PETITION NO. 5347 OF 2016

Satish Madhav Kulkarni ..Petitioner.

Smt. Smita Pradeep Shah

.. Respondent

WITH

6. WRIT PETITION NO. 5348 OF 2016

Kantilal Mohanlal Shetiya

..Petitioner.

Smt. Smita Pradeep Shah

.. Respondent

Mr. Yogesh R. Mehta , Advocate for Petitioner.

Mr. Madhav J. Jamdar, Advocate for Respondent.

CORAM : R.G.KETKAR,J.

DATE : 14/07/2016

PC:

1. Heard Mr. Yogesh Mehta, learned counsel for the petitioners and Mr. Madhav Jamdar, learned counsel for the respondent in all Petitions at length. By consent, Writ Petitions No. 5342 of 2016, 5347 of 2016 and 5348 of 2016 are taken up for admission and are heard along with these Petitions.

2. By these Petitions under Article 227 of the Constitution of India, the petitioner in each of the petition, hereinafter referred to as 'defendant', has challenged the Judgments and decrees dated 13.1.2014 passed by the learned Judge, Small Causes Court, Pune in Civil Suits instituted by the respondent, hereinafter referred to as 'plaintiff', as also judgments and decrees dated 22.1.2016 passed by the learned District Judge-20, Pune in Civil Appeals. By these orders, the Courts below partly decreed the

suits instituted by the plaintiff and directed the defendant to hand over vacant possession of suit premises, more particularly described in Schedule annexed with plaints, to the plaintiff by removing structures thereon, within three months from the date of the order.

3. As the common questions of law and fact arise in these petitions, the same can conveniently be disposed of by this common order. For appreciating the controversy between the parties, facts from Writ Petition No. 5018 of 2016 are considered.

4. The plaintiff has instituted suit against the defendant for possession of land admeasuring 1.5 Ares, i.e. 140 sq.meters, equivalent to 1506 sq.ft., out of land bearing survey no. 39/1A+39/2/5/1, in all admeasuring 2 H. 13.5 Ares situate at Vadgaon Budruk, Sinhagad Road, Pune, (for short, 'suit property') inter alia, on the ground that survey no.39/1A+39/2/5, admeasuring 2 H 13.5 Ares and Survey no.34/1/4 admeasuring 2.5 Ares (for short, 'larger property') were originally owned by Hirachand Manikchand Shah. On 29.1.2008, said Hirachand died. During his lifetime, said Hirachand had executed a registered Will Deed on 14.1.2001 and bequeathed the larger property excluding the land admeasuring 905 sq.meters. In pursuance of the said Will, the plaintiff's name is duly recorded in the record of rights as owner thereof vide Mutation entry no.8500. The plaintiff claims

that she is lawful owner of the larger property.

5. By lease deed dated 20.5.1981, said Hirachand had leased out open agricultural land (suit property) to the defendant. The lease was for a period of 98 years commencing from 1.3.1979 on initially monthly rent of Rs.151/- subject to increase after 20 years on terms and conditions mentioned therein. After demise of said Hirachand, the plaintiff issued letter dated 19.9.2008. By that letter, the plaintiff also informed the defendant that in view of the said Will, she has become absolute owner of the suit property and further requested the defendant to pay monthly rent regularly to her. The said letter was acknowledged by the defendant on 22.9.2008. After receipt of that letter, the defendant had paid Rs.2724/- to the plaintiff by cheque dated 7.10.2008 towards the lease rent for the period from 1.4.2008 to 31.3.2009 and the plaintiff had also issued receipt acknowledging the said rent.

6. The plaintiff alleged that the defendant did not pay the lease rent for a period commencing from 1.4.2009 till date of institution of the suit, namely, March 2011. Thus, the defendant committed breach of terms and conditions of the lease deed and in particular clause 3 thereof. On 18.12.2010, the plaintiff issued notice and terminated the lease deed calling upon the defendant to pay all arrears of rent. The said notice was duly served upon

the defendant. The defendant replied that notice on 31.1.2011 and informed that he had paid rent of the suit property to Manikchand Motichand Shah (Phaltankar) Trust (for short, 'Trust'). The plaintiff further contended that the Trust is not the owner of the suit property and no registered instrument is executed in favour of the Trust. The plaintiff further contended that the defendant, inspite of having knowledge of ownership of the plaintiff, is denying her ownership and, therefore, is entitled to claim possession of the suit property as well.

7. Defendant filed written statement dated 20.7.2011 at Exhibit-15. The defendant denied that he has failed to pay lease rent from 1.4.2009. He reiterated that he has not failed to comply with notice dated 18.12.2010. The defendant contended that the plaintiff is not entitled to recover possession of the suit property from the defendant. The defendant has not failed to comply alleged illegal and unauthorised notice of the plaintiff. The plaintiff has no reason, any cause of action or locus-standi, to maintain the suit for possession and recovery of the amount as alleged. The defendant contended that as the suit property is not situate within the jurisdiction of the Small Causes Court as also there is no relationship of landlord and tenant between the plaintiff and the defendant as defined under the Maharashtra Rent Control Act, 1999,(for short, 'Maharashtra Rent Act'), the

Small Causes Court has no jurisdiction to entertain, try and decide the suit. The defendant contended that during his lifetime, Hirachand was recovering rent from the defendant and the defendant was regularly paying yearly rent to him. During his lifetime, Hirachand had informed the defendant that he had registered a Trust in the name of his father and the suit property vested and allotted to the Trust. Late Hirachand informed the defendant to make payment of yearly rent after his death to the Trustees of the Trust.

8. Defendant further contended that the Trust approached the defendant and demanded yearly rent of the suit property. As per instructions of the said Hirachand and the demand made by the trustees, the defendant had paid yearly rent to the trustees who had issued valid receipts acknowledging receipt of rent. The defendant also contended that the proceedings are pending before the Charity Commissioner raising the dispute of title between the plaintiff and the trustees of the Trust.

9. Plaintiff amended the plaint and in paragraph 6 it was asserted that the defendant has filed written statement and denied the ownership of the plaintiff in respect of the suit property. The plaintiff is, therefore entitled to claim possession even on this ground.

10. Defendant filed additional written statement at Exh.41 on

21.1.2003. In paragraph 3, the defendant contended that he has not denied at any time the ownership or title of the plaintiff directly or indirectly in respect of the suit property. The plaintiff is, therefore, not entitled to possession of the suit property on that ground or any other grounds.

11. On the basis of the pleadings of the parties, learned trial Judge framed necessary issues. Parties led evidence. After considering the evidence on record, the learned trial Judge decreed the suit. Aggrieved by that decision, the defendants preferred Appeal which is dismissed by the District court. It is against these decisions, the defendant has instituted the present petitions under Article 227 of the Constitution of India.

12. In support of these petitions, Mr. Mehta strenuously contended that the suit property was originally owned by Hirachand Shah. He died on 29.1.2008. Though the plaintiff claimed ownership on the basis of registered Will Deed dated 14.5.2001, the said Will was not produced in the trial Court and consequently was not exhibited. He further submitted that the defendant was regularly paying rent to the Trust. As the defendant has denied ownership of the plaintiff and the plaintiff also has claimed possession on the ground of denial of title, there is no relationship of landlord and tenant between the parties., the Small Causes Court will, therefore, have no jurisdiction to

entertain and try the suit under section 26 of the Provincial Small Causes Courts Act, 1881 (for short, 'P.S.C.C.Act'). He further submitted that in view of Section 7(9) of the Maharashtra Rent Act, even otherwise the Small Causes Court will have no jurisdiction to entertain and try the suit as the expression 'premises' defined under section 7(9) does not include open land. He has taken me through the plaint, amended plaint, written statement and additional written statement.

13. In support of his submission that the Small Causes Court has no jurisdiction to entertain and try the suit as also the Small Causes Court cannot decide the question of title, he relied upon the following decisions:

- (i) Ratanlal Manikchand Shah V Chanbasappa Sanganasappa Chicholi, AIR 1978 Bombay 216(1);
- (ii) J.C. and Sons Vs. Ghafrana Banobi Ahmed Ali, 2007(2) Bom C.R. 673;
- (iii) Rajendra Tiwari Vs. Basudeo Prasad, AIR 2002 SC 136.

He further submitted that as far as the suit property is concerned, the dispute between the Trust and the plaintiff is pending before the authorities under the Maharashtra Public Trusts Act. He also invited my attention to reply dated 5.1.2016 given by the plaintiff to application dated 5.1.2016 at Exhibit-39 filed by the defendant in Civil Appeal No.162 of 2014 wherein it is

contended that the defendant has categorically denied ownership of the plaintiff and stated that there is no relationship of lessor and lessee. Even in the present application (Exhibit 39), the defendant is not admitting the ownership of the plaintiff and hence the application is liable to be rejected. In short, Mr. Mehta submitted that the plaintiff also persisted that the defendant has denied ownership of the plaintiff and thus there is no relationship of landlord and tenant between the parties. The Small Causes Court will have no jurisdiction to entertain and try the suit.

14. On the other hand, Mr. Jamdar supported the impugned orders. He has taken me through the evidence of DW 2-Vishal Shah, Secretary of the Trust, examined on behalf of the defendant and in particular paragraphs 3, 4 and 8 of the cross examination. Mr. Jamdar submitted that DW 2 admitted that the said Hirachand has not transferred the suit property by any transfer deed to Trust in his lifetime. Hirachand has not executed any document in respect to the suit property transferring the same to any trust. During his lifetime, Hirachand gave 85 Ares land out of entire 5 acres land to the Trust on lease. The suit property is not part and parcel of 85 Ares given to the Trust. He further admitted that he had given information regarding all litigations to tenants. He had also shown documents to tenants. The tenants had demanded document showing ownership of the

trust property. He had not shown any document showing ownership of the trust. Relying upon these admissions, Mr. Jamdar submitted that the plea raised by the defendant that the Trust is the owner of the suit property is not substantiated. On the contrary, the evidence of DW 2 does not indicate ownership of the Trust over the suit property.

15. I have considered the rival submissions advanced by the learned counsel appearing for the parties. I have also perused the material on record. Mr. Mehta submitted that in view of Section 26 of P.S.C.C. Act as also in view of the decisions relied by him, the Court of Small Causes Court cannot investigate the issue of title and record any finding.

16. In the case of Ratanlal Manikchand Shah (supra), Chanbasappa Sabgabvasaooa Chincholi had instituted suit in the Court of Civil Judge Sr. Dn, Solapur against Doddappa Chanbasappa Boramani and others for possession of municipal house no. 195/36 situate at Budhwarpeth, Solapur and other ancillary reliefs. The suit house comprised of the ground floor and upper floor. The plaintiff claimed that defendants 1 and 2 were in unauthorised occupation of the first floor while defendants no.3 and 4 were in unauthorised occupation of the ground floor thereof. The plaintiff had claimed possession of the suit premises on the basis of title of HUF as owners thereof. In

the Written Statement filed by defendants no.1 and 2 they denied that plaintiff and defendants 5 to 11 constituted any joint Hindu family. Defendants 1 and 2 contended that suit premises were purchased by Doddappa as the benamidar of defendant no.2 and the real owner of the suit premises was defendant no.2.

In paragraph 35, the Division Bench of this Court observed thus :

“35. A disclaimer, as the provisions of Section 111 of the T. P. Act clearly indicate, is a renunciation by a lessee of his title as a tenant. If such a lessee is a contractual tenant, then it is renunciation of his title as a contractual tenant. The effect of such a renunciation must of necessity be the cessation of the relationship of landlord and tenant between such a lessee and his lessor. Such a cessation of the relationship militates against the springing into action of a statutory tenancy in favour of such a lessee, because, in principle, the case of such a disclaimer is not at all distinguishable from that of a surrender adverted to above. The effect of such a disclaimer, in our opinion, is that it brings to an end the relationship of landlord and tenant; the cessation being by operation of law resulting from proprio motu (a voluntary act) of the tenant. We do not see any reason to imply in favour of such a tenant the sprouting of a statutory tenancy or the operation of the restrictive provisions of the Bombay Rent Act in his favour. Similarly, statutory tenancies can also be disclaimed so as to render inapplicable the provisions of the Bombay Rent Act. A tenant disclaims the title of his landlord who accepts such disclaimer and seeks eviction upon the basis thereof. The voluntary action of the tenant and its acceptance by the landlord results in a bilateral determination of the tenancy and takes the case out of the pale of Section 5(11) of the Bombay Rent Act. Statutory protection under the Act is to a tenant who claims to be a tenant and who is ready and willing to abide by the terms of the tenancy. A tenant who disclaims his tenancy does not fulfil the aforesaid qualifications. A tenant disclaiming the title of the claimant landlord and his relationship of tenancy literally knocks out the very bottom of statutory protection. This amounts to disclaiming the benefits available under the Bombay Rent

Act. We are firmly of the view that it is open to a person to bring about by his own voluntary actions a situation which results in the cessation of relationship of landlord and tenant so as to render the provisions of the Bombay Rent Act inapplicable to the facts of his case. In such cases the dispute between the claimant owner and the occupant ceases to be a dispute between a landlord and a tenant in regard to any matter covered by the Bombay Rent Act. It becomes a dispute of titles and falls outside the purview of Section 28 of the Bombay Rent Act. In our opinion, the Bombay Rent Act does postulate an exercise in futility where a plaintiff is driven to the Rent Court even though the defendants do not accept him as then landlord."

17. In the present case, the defendant has not renounced his title as tenant. Equally, in the present case the plaintiff has not accepted such renunciation. Thus, in the present case, there is no voluntary action of the defendant and its acceptance by the plaintiff resulting into bilateral determination of tenancy and taking the case out of pale of definition of 'tenant' under section 5(11). In view thereof, in my opinion, the said decision does not apply to the facts of the present case.

18. Mr. Mehta relied upon paragraphs 7 and 8 of the decision in the case of J.C.Sons (supra), which read thus:

"7. Before considering this issue further I find it proper to refer to judgments on which counsel for respondent/original plaintiff has placed reliance. In Ratanlal Shah v. Chanbasappa AIR 1978 Bom 216, Division Bench of this Court has in paragraph 35 held that the tenant disclaiming the title of claimant landlord and his relationship of tenancy literally knocks of the very bottom of statutory protection and it amounts to disclaiming the benefits available under the Bombay Rent Act. It has been observed that it is open to a person to bring about by his own voluntary actions a

situation which results in cessation of relationship of landlord and tenant. It becomes a dispute of title and falls outside the purview of Section 28 of the Bombay Rent Act. Kashinath G. Patil v. Govala V. Tatayya 1995(1) Mh.LJ. 861 is the judgment of the learned Single Judge of this Court in which it has been observed that by disclaimer of title of landlord, tenancy of defendant itself comes to an end and dispute between claimant owner and the occupant ceases to be a dispute between a landlord and tenant and falls outside the purview of Section 28 of Bombay Rent Act.”

8. In the facts of present case whether the respondent original plaintiff succeeds in proving her title is not at all relevant at this stage. Petitioners have not accepted her to be their landlady and they are not accepting oral gift executed by husband of respondent in her favour. In spite of notices for attornment of their tenancy with respondent and several efforts for the same, petitioners have not paid rent to her and have not accepted her as landlady. In such circumstances, respondent cannot approach Small Cause Court because unless and until she establishes her title, she cannot succeed in establishing landlord tenant relationship and evicting petitioners. As is evident from Shamom Akhtar v. Iqubal Ahmad (supra) the relief claimed by her in a Court of Small Causes will depend upon the proof or disproof of her title to immovable property which said Court cannot finally determine. The relief sought against petitioners cannot be granted to her without determination of the question. Petitioners have not urged that they are not questioning her title and without taking any specific defence in this respect, the petitioners have only filed application at Exhibit 20 for rejection of plaint mentioning that it is dispute between landlord and tenant and placing reliance upon provisions of Section 33(b) of Rent Act. There is no other defence raised by them. It is also clear that defences if any, of present petitioners are not relevant at this stage. One is concerned only with plaint allegations and as already stated above plaint is filed on the basis of title and has been valued accordingly for the purposes of jurisdiction and Court fee. Again whether filing of such suit by respondent plaintiff in present facts is illegal or not cannot be relevant consideration at this stage. I therefore find no substance in the objection raised by petitioners. The question which arises for consideration in plaint as filed is about acquisition

of title to tenanted premises by respondent plaintiff and it is not an incidental question which falls for adjudication.”

19. In paragraph 5, the learned Single Judge quoted Section 23 of P.S.C.C. Act and also reproduced paragraph 9 of Budhu Mal Vs. Mahabir Prasad Vs Mahavir Prasad, AIR 1988 SC 1772. In paragraph 9, the Apex Court observed that it is true that Section 23 does not make it obligatory on the Court of Small Causes to invariably return the plaint once a question of title is raised by tenant. It is also true that in a suit instituted by the landlord against his tenant on the basis of contract of tenancy, a question of title could also incidentally be gone into and that any finding recorded by a Judge, Small Causes Court in this behalf could not be res judicata in a suit based on title. Apart from that, Section 26- of the P.S.C.C. Act reads thus:

“26-B. Saving of suits involving title – Nothing contained in this Chapter shall be deemed to bar a party to a suit, appeal or proceeding mentioned therein in which a question of title to any immovable property arises and is determined, from suing in a competent Court to establish his title to such property.”

20. The express language of section 26-B also provides for determination of any question relating to title to any immovable property. At the same time, the finding recorded by the Court of Small Causes does not bar a party to the suit, appeal or proceeding, from suing in a competent court to establish his title

on such property. In view thereof as also in view of the decision of Badhu Mal (supra), I do not find any merit in the submission of Mr. Mehta that the issue of title cannot be investigated and determined by the Small Causes Court. In fact, as far as Writ Petition No.5018 of 2016 is concerned, it has come on record that the defendant has paid Rs.2724/- to the plaintiff by cheque dated 7.10.2008 towards lease rent for the period of 1.4.2008 to 31.3.2009 and that the plaintiff had also issued receipts in respect thereof.

21. In that case, respondent-plaintiff came with the case that her husband owned certain shop premises which he had let out to the petitioners through its partner as per agreement of lease dated 26.9.1973. She further contended that firm of petitioners was paying rent to her husband who later gifted the shop premises orally on 25.8.1999 to her and also delivered its constructive possession. Letter of attornment was issued to petitioners and on 24.3.2000 the petitioners forwarded reply questioning the said gift and demanded true certified copy of gift. The correspondence was exchanged between the parties. It is in that context the learned single Judge observed in paragraph 8 that whether the respondent-original plaintiff succeeds in proving her title, is not at all relevant at that stage. The petitioners did not accept her to be their landlady and also

they did not accept oral gift executed by husband of respondent in her favour. In such circumstances, the respondent could have have approached Small Causes Court because unless and until she established her title, she could not succeed in establishing landlord tenant relationship and evicting petitioners. In the present case, as would be evident from what is stated hereinafter, the Courts below have held that the defendant has not denied the title of the plaintiff. The defendant examined DW 2-Vishal Shah, Secretary of the Trust. From his evidence also it cannot be said that the suit property belongs to the Trust. After appreciating the evidence on record, the Courts below have concurrently held that the plaintiff is a landlady and that there is relationship of landlord and tenant.

22. Mr. Mehta submitted that the defendant has specifically denied ownership of the plaintiff in paragraphs 8, 12, 17, 18 of the written statement. With the assistance of the learned counsel appearing for the parties, I have carefully gone through these paragraphs. I have also considered paragraph 3 of the additional written statement filed by the defendant. Careful reading of paragraphs 8, 12, 17 and 18 does not remotely indicate that the defendant denied ownership of the plaintiff. What is more important is that in paragraph 3 of the additional written statement, the defendant asserted that he has not

denied at any time the ownership of title of the plaintiff directly or indirectly in respect of the suit property. Apart from that, in Ground (G) of the Appeal Memo, the defendant contended that the learned trial Judge ought to have appreciated that the defendant never denied title of the plaintiff. In view thereof, reliance placed by Mr. Mehta on the aforesaid decisions does not advance the case of the defendant.

23. Mr. Mehta further submitted that the plaintiff has claimed ownership of the suit property on the basis of Will executed by Hirachand. However, the plaintiff did not produce the Will. The Courts below merely on the basis of entries made in the revenue record held that the plaintiff is the owner of the suit property. I do not find any merit in this submission as well. I have already indicated that the defendant did not deny title of the plaintiff. The Courts below after appreciating the evidence on record have concurrently held that the plaintiff is the owner of the suit property.

24. That apart, the defendant claimed that the Trust is the owner of the suit property and that he was paying rent to the Trust. The case set up by the defendant is demolished by evidence of DW 2. DW 2 is Secretary of the Trust. He admitted that Hirachand did not transfer the suit property by any transfer deed to the Trust in his lifetime. He did not execute any

document with respect to the suit property transferring the same to any Trust. During his lifetime, Hirachnad gave 85 Ares of land out of entire 5 acres land to the Trust on lease. The suit property is not part and parcel of 85 Ares land given to the Trust on lease. Thus, evidence of DW 2 demolishes the case made out by the defendant that the suit property belongs to the Trust.

25. In paragraph 19, the learned District Judge has considered the pleadings made by the defendant and categorically recorded a finding that the defendant has not denied or disclaimed the title of the plaintiff with respect to the suit property. In paragraph 20, the learned District Judge also considered paragraph 9 of the written statement and observed that the defendant admitted plaintiff's ownership over the suit property. The fact admitted is not required to be proved as per section 58 of Indian evidence Act. By rule of estoppel, the defendant is estopped from disclaiming the title of the plaintiff over the suit property. In paragraph 21, the learned District Judge referred to ground (G) in Appeal Memo and observed that the defendant contended that the learned trial Judge ought to have appreciated that he never denied the title of ownership of the plaintiff but merely pointed out directions issued to him about payment of rent. In paragraph 22, the learned District Judge observed that after considering the entire pleadings of the defendant, the only conclusion is that the

defendant did not deny title of the plaintiff over the suit property. On the contrary, in writing he admitted the plaintiff's title and ownership over the suit property. He, therefore, held that the bar created by Section 23 of P.S.C.C. Act would not be applicable to the facts of the present case. In view thereof, I do not find that the courts below committed any error in accepting the ownership of the plaintiff as also in holding that there is relationship of landlord and tenant between the parties.

26. This brings me to the ground on which the Courts below passed decree of eviction, namely, ground of arrears of rent. Mr Mehta did not dispute that the fact that the defendant ever paid the rent to the plaintiff, save and except in Writ Petition No. 5018 of 2016 as indicated above. In so far as Writ Petition No. 5018 of 2016 is concerned, from 1.4.2009 the defendant did not pay any rent to the plaintiff. Thus, the Courts below after appreciating the evidence on record have concurrently held that the defendant is a defaulter. In view thereof, I do not find that the Courts below committed any error in decreeing the suit on the ground of default. Defendant was not in a position to demonstrate that the findings recorded by the Courts below are based on no evidence or that they are contrary to evidence on record. Defendant was also not in a position to demonstrate that no reasonable or prudent person would have reached the conclusions arrived at by

the Courts below. Hence, no case for invocation of powers under Article 227 of the Constitution of India is made out. Hence, Petitions fail and the same are dismissed.

27. At this stage, Mr. Mehta orally applies for stay of this order for a period of 8 weeks from today. He states that the petitioners are in possession of the suit premises and nobody else is in possession. The petitioners have neither created third party interest nor parted with possession and they will hereafter neither create third party interest nor part with possession. He states that they will clear arrears of rent within two weeks from today. He states that the petitioners and all adult family members using the suit property will file usual undertakings in this Court within two weeks from today after giving advance copy to other side, incorporating therein:

- (i) that they are in possession of the suit premises and nobody else is in possession;
- (ii) that they have neither created any third party interest nor parted with possession;
- (iii) that they will hereafter neither create third party interests nor part with possession;
- (iv) that they will clear arrears of rent from 1.4.2016 till 31.8.2016 within 2 weeks from today;
- (v) that they will not apply for further extension of time;

(vi) that in case they are unable to obtain suitable orders from higher Court within 8 weeks from today, they will vacate and hand over vacant and peaceful possession by demolishing the structures in the suit property to the respondent.

28. Hence, subject to the petitioner in each of the petitions filing undertaking in the aforesaid terms within two weeks from today and serving copy in advance to other side, notwithstanding dismissal of the Petitions, this order is stayed for a period of 8 weeks from today. It is made clear that in case arrears of rent are not paid or deposited within two weeks from today and the undertakings in the aforesaid terms are not filed, the interim stay shall stand vacated without further reference to the Court.

29. List the Petitions for reporting compliance after three weeks.

(R.G.KETKAR, J.)