

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

WRIT PETITION NO. 11615 OF 2016

Smt. Satyavati Ramprasad Ruia	.. Petitioner
Vs	
M/s. New India Assurance Co. Ltd.	.. Respondent

Mr. Ashish Mehta i/b. Deepak Jamsandekar and Jaya Misal for the
Petitioner.

Mr. V. Y. Sanglikar for the Respondent.

*CORAM : N. M. Jamdar, J.
Date : 13 December 2016.*

P.C. :

. Heard the learned counsel for the Petitioner.

2. The Petitioner has challenged the order passed by the Appellate Bench of the Small Causes Court, rejecting the Application filed by the Petitioner below Exh. 34 under Order 41 Rule 27 to amend the affidavit-in-reply and bring on record certain additional document and the present petitioner to lead evidence, to remand the matter or to take evidence before the Appellate Bench.

3. The application for standard rent was filed by the Respondent. In the earlier round of litigation this Court directed the

learned Small Causes Court to decide the Application within three months from 13 October 2005. After hearing the parties, the learned Small Causes Court Judge, fixed a standard rent at Rs.60,175/-. Revision filed by the Petitioner bearing No. 216 of 2007 against the fixation of Standard Rent on the ground that it is inadequate, it is pending before the Appellate Bench.

4. The learned counsel for the Petitioner submitted that the Petitioner is now in possession of a letter addressed by the Respondent to the representative of the Petitioner which indicates that the intention of the Respondent in moving the Application for standard rent was not bonafide. The learned counsel relied upon the decision of the Division Bench of this court in the case of *Yeshbai Gangadhar Pathak Vs. Ganpat Irappa Jangam*, AIR 1975 BOM 20, contended that the dispute regarding standard rent must be a bonafide dispute. The Appellate Bench has held that the letter in question is not addressed to the Petitioner but to one Mr. K. K. Shanmukhan in personal capacity, that this letter of 2007 without any explanation had not been produced so far. Even otherwise, the perusal of the letter does not indicate any material which would throw light on the quantum of the standard rent to be fixed. Therefore, the letter *per se* irrelevant for fixing the quantum. As far as, the contention of the learned counsel for the Petitioner that the intention behind moving the application itself is not bonafide, at this stage, when this Court had directed the time bound disposal such

argument is not available with the Petitioner as only the letter is being produced at this belated stage is not explained, except that it was obtained recently. In the decision of the Division Bench was considering the bonafide of a dispute as regard quantum of the rent payable. The question as to what intent the application was filed was not under consideration, therefore, once application for standard rent is moved the bonafide of the party would be restricted to the conduct of needlessly disputing quantum when the quantum does not appear to be in dispute.

5. In any case, the revision application filed by the Applicant is pending, wherein, Applicant will be entitled to pay all such contentions that are available. As far as the impugned order is concerned, there is no error in the view taken by the Appellate Bench that without any explanation at this stage a letter which is not even addressed to the Petitioner need not be permitted to be produced on record which will entail remand of the proceeding. It is open to the Petitioner to contest the Revision Application on its own merits and dispute the quantum so fixed. The Writ petition is accordingly disposed of.

(N. M. Jamdar, J.)