

Sequeira

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

WRIT PETITION (Stamp) NO. 30929 OF 2016

Ashok Kumar Jain

.. Petitioner

Vs

Raju Chunilal Varma & ors.

.. Respondents

Mr.A.A.Siddiqui, for the Petitioner.

Mr.D. Mishra a/w K.D.Juvekar, for Respondent No.1.

***CORAM : N.M.Jamdar, J.
Wednesday, 21 December 2016.***

Oral Order :

Leave to amend the prayer clause granted. Amendment to be carried out forthwith.

2. The Petitioner has challenged the order passed by the Competent Authority, Konkan Division dated 31 May 2016 and the order passed by the Additional Commissioner, Konkan Division, Mumbai.

3. By the impugned orders the application filed by Respondent-licensor under section 24 of the Maharashtra Rent Control Act, 1999 has been allowed and the Petitioner has been directed to hand over the possession of the suit premises. The learned counsel for the Petitioner submitted that the possession of the suit premises was taken from the Petitioner without any due

process and therefore, the same should be restored. He submitted that the Petitioner had deposited security deposit of ₹ 8,27,400 as well as ₹ 4,20,000 in addition, which was in the form of friendly loan, which has not been returned.

4. Both the authorities have taken note of the existence of leave and license agreement and expiry thereof. The argument of Mr.Siddiqui, the learned counsel for the Petitioner is that the possession has been taken without following the due process of law. It was taken after the application filed by the Respondents has been allowed and the revision has been dismissed and therefore only on that count, without considering the merits of the matter, I am not inclined to restore the possession of the Petitioner straightaway. On merits of the matter only contention is regarding the non refund of security deposit and the additional amount of ₹ 4,20,000. As far as the amount of ₹ 8,27,400 is concerned, Mr.Juvekar, learned counsel for Respondent No.1 has drawn my attention to the stand of the Petitioner himself that amount of ₹8,27,400 was transferred in the bank account of the Petitioner. Mr.Juvekar submitted that this was necessary because the Respondents refused to accept the same. As far as the amount of ₹ 4,20,000 is concerned, stated to be towards friendly loan, the authority has observed that no documentary proof in respect of the same was produced. Even otherwise the loan transaction between the parties would be outside the purview of the application filed under section 24 of the Act. It is always open to the Petitioner to seek redressal to a competent court in that regard.

In the circumstances, no interference is warranted in the impugned orders. Writ Petition is rejected.

(N.M.Jamdar, J.)