

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.2792 OF 1996**

Vishwanath Venkoba Rampure Petitioner

Vs.

Gurudwar Zaveri Community Trust Respondents
& Ors.

**ALONGWITH
WRIT PETITION NO.2797 OF 1996**

Balkrishna Motiram Vhatkar Petitioner

Vs.

Gurudwar Zaveri Community Trust Respondents
& Ors.

**ALONGWITH
WRIT PETITION NO.3631 OF 1996**

Shrikant Vyankoba Rampure Petitioner

Vs.

Gurudwar Zaveri Community Trust Respondents
& Ors.

Mr. T.D. Deshmukh, Advocate for the Petitioners.
None for the Respondents.

CORAM : G.S. KULKARNI, J.
DATE : 18 JULY, 2017

P.C. :

1 The petitioner-tenant has filed this petition under Article 227 of the Constitution of India challenging the judgment and order dated 13th March, 1996 passed by the learned 4th Additional District Judge, Solapur whereby Revision Application No. 5 of 1993 as filed by the respondent came to be allowed by setting aside the judgment and order passed by the learned trial Judge in Civil Miscellaneous Application No.241 of 1989, holding that the petitioner is liable to pay the agreed rent of Rs.200/- per month.

2 The premises in question are shop premises (for short “the suit premises”) as pointed by Mr. Deshmukh. On 1st January, 1989, the premises were let out to the petitioner on the monthly rent of Rs.200/- per month. On 10th August, 1989, the respondent-landlord terminated the tenancy of the petitioner/tenant on the ground of bonafide requirement, by issuing notice to the petitioner-tenant which was replied by the petitioner/tenant. Thereafter on 18th September, 1989, the petitioner/tenant had moved an application under Section 11 of the Bombay Rents, Hotel and

Lodging House Rates Control Act, 1947 (for short “Bombay Rent Act”) for fixing of standard rent. The said application came to be opposed by the respondents/landlords and by the judgment and order dated 31st December, 1992, the learned trial Judge fixed the standard rent of Rs.40/- per month.

3 Being aggrieved by the said order, the respondent-landlord, approached the Court of learned Additional District Judge, Solapur in the revision application in question. By the impugned order, the learned Additional District Judge has come to the conclusion that the agreed rent of Rs.200/- per month would be the standard rent thereby set aside the order passed by the learned trial Judge. The petitioner being aggrieved by this order has preferred this proceeding.

4 The petition is pending since the year 1996. Perusal of the impugned order and more particularly the reasoning as set out in para 12 of the impugned order passed by the learned Additional District Judge indicates that the respondent-landlord had spent substantial amount for the improvement and had let out the suit premises to the petitioner at the agreed rent of Rs.200/- per month. Referring the decision of the learned Single Judge of this Court in the case of Sharad Construction Company vs. Ladhkubai Narayan Gavand, reported in 1991, Maharashtra Law Journal, 332,

the learned Additional District Judge has held that the agreed rent was not unreasonable or exorbitant or in any manner excess, considering the fact that the suit premises was let out for commercial purpose after the necessary repairs and and accordingly set aside the orders of the learned trial Judge.

5 On perusal of the above findings, it is clear that the learned Additional District Judge has applied proper legal principles in setting aside the orders, which are passed by the learned trial Judge who fixed the standard rent below the contractual rent. In the facts and circumstances of the present case. I see no perversity in the findings recorded by the learned Additional District Judge. The writ petition is devoid in merits. It is accordingly dismissed. No costs.

6 The facts in Writ Petition No.2797 of 1996 and Writ Petition No.3631 of 1996 are not different except for the shop numbers. Learned counsel for the petitioners agree that the above order can also dispose of the other two petitions. They are accordingly dismissed in terms of the above orders.

(G.S. KULKARNI, J.)