

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

Second Appeal No.15 of 2016
(Central Bank of India, Branch Office, M.G. Road, Akola v. M/s. Vora
Automotives Pvt. Ltd., Proprietor of M/s. Vora Brothers, Akola)

Office Notes, Memoranda of Coram,
appearances, Court's orders or directions Court's or Judge's orders
and Registrar's order

Shri A.T. Purohit, Advocate for Appellant.

Coram : R.K. Deshpande, J.
Date : 23rd February, 2017

The Trial Court partly decreed the suit and the defendant was directed to pay Rs.5,000/- to the plaintiff with interest at the rate of 6% per annum from the date of the suit till its realization. Separate inquiry was also ordered for future mesne profits from the date of suit till handing over of possession of the suit premises, i.e. till 30-11-2009. Regular Civil Appeal preferred by the appellant-defendant was dismissed. Hence, this second appeal by the original defendant.

Shri Purohit, the learned counsel appearing for the appellant, has relied upon Section 55(2) of the Maharashtra Rent Control Act, 1999 to urge that in the absence of any written agreement or registration of any agreement after coming into force of the Act, the stand of the defendant in respect of the terms and conditions of the tenancy is required to be accepted.

He submits that the tenancy was at will. However, he could not point out any evidence on record to establish that the tenancy was at will, and this is what the finding recorded by the Courts below, which does not give rise to any substantial question of law.

The second appeal is dismissed.

Judge.

Lanjewar