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

**SECOND APPEAL NO.438 OF 2018
WITH
CIVIL APPLICATION NO.1335 OF 2017
IN
SECOND APPEAL NO.438 OF 2018**

Bharat Petroleum Corporation Ltd.	...	Appellant.
V/s.		
Sou Shubhangi Sanjay Shelke	...	Respondent

Mr. Shivprasad R. Page, for the appellant.
Mr. Manoj Patil a/w Mr. Lengare, for respondent

CORAM : DR.SHALINI PHANSALKAR-JOSHI, J.

DATE : 7th AUGUST, 2018.

P.C. :

- 1] Heard learned counsel for the appellant and respondent.
- 2] This Second Appeal is preferred against the judgment and decree dated 19.7.2017, passed by District Judge-2, Solapur, thereby dismissing the Regular Civil Appeal No.153 of 2015, which was preferred by the appellant against the judgment and decree dated 16.4.2015, passed by II nd Joint Civil Judge Senior Division, Solapur in R.C.S.No.758 of 2013.
- 3] The said suit was filed by respondent-plaintiff herein for recovery of possession of the suit property, after issuing notice of termination of lease, as per section 106 of the Transfer of the

Property Act.

4] Both the Courts below, after relying on the lease deed which was executed between the parties, have held that the period of lease of 20 years had expired on 30th September, 2008. Though the appellant has contended that he had exercised his right of renewal of the lease deed, as per relevant clause in the said agreement and hence lease stands renewed vide letter dated 20.08.2018, the said letter was not produced on record by the appellant. The details thereof were also not pleaded in the written statement and contents therein were not confronted to the respondent. In view thereof, it has to be held that the contention raised that the lease period was renewed, was rightly rejected by the trial Court and the appellate Court.

5] In the course of the hearing of the Second Appeal, for the first time, it is submitted by learned counsel for the appellant that in view of Section 5 and 7 of the Burma Shell (Acquisition of Undertakings in India) Act, 1976, the lease period automatically stand renewed. In this respect, it has to be stated that initial lease was for 20 years. Thereafter if the appellant wanted to renew it, and was desirous do so, it was necessary for the appellant to give intimation to the respondent and get it renewed. However, as stated above the appellant is not having any evidence to show that he has

got the said lease renewed. In such situation, this contention also cannot be accepted.

6] As such, no substantial question of law is raised. The Second Appeal, therefore, stands dismissed.

7] In view of dismissal of Appeal, Civil Application No.1335 of 2017 becomes infructuous and the same is disposed off accordingly.

[DR.SHALINI PHANSALKAR-JOSHI, J.]