

Shailaja

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE JURISDICTION
WRIT PETITION NO.5836 OF 2016**

Sarwansingh Gumansingh Ranawat	]	Petitioner
Vs.		
D.R. Daule	]	Respondent

WRIT PETITION NO.12139 OF 2016

N. Mohan Rao	]	Petitioner
Vs.		
D.R. Daule	]	Respondent

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Ms. Sadhana Mailagir i/b Anil D. Joshi, for Petitioner.
Mr. D.R. Daule, Respondent in person.

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CORAM : R.G. KETKAR, J.

DATE : 17TH JULY, 2018.

P.C:

Heard Ms. Mailagir, learned Counsel for the petitioner and Mr. Daule, respondent in person at length.

2. By these Petitions under Article 227 of the Constitution of India, the petitioners have challenged the orders dated 7th February, 2015 passed by the learned Joint Civil Judge, Junior Division, Thane below Exhibit 5 in Misc. Application No.169 of 2013 and below Exhibit 5 in Misc. Application No.170 of 2013 taken out by the petitioners herein as also orders dated 6th February, 2016 passed by learned District Judge, Thane in Civil Revision Applications No.2 of 2015 and 1 of 2015. Writ Petition No.5836 of 2016 is in respect of Shop No.2 admeasuring 300 square feet. Writ Petition No.12139 of 2016 is in

respect of Shop No.1 admeasuring 300 square feet. Both situate on the ground floor of “Sai Krupa Building” situate at Kisan Nagar No.1, Wagle Estate, Revenue Village, Panchpakhadi, Thane (West) 400 604. By these orders, the learned trial Judge has fixed interim standard rent @ of Rs. 5000/- per month from the date of filing of the application until further orders.

3. In support of these Petitions, Ms. Mailagir strenuously contended that the respondent/landlord has not carried out any repairs in the shop premises. She further submitted that the shop premises are situate in slum area. They are also not in a habitable condition. In view thereof, the learned trial Judge was not justified in fixing interim standard rent @ Rs.5000/- per month in respect of Shops No.1 and 2. She, therefore, submitted that Petitions require consideration.

4. On the other hand, Mr. Daule supported the impugned orders. He submitted that admittedly Shops admeasure 300 square feet. Suit premises are not situate in slum area. After considering the location and the area of the shop premises, the learned trial Judge observed that shops are situate in prime location of Thane city. Contractual rent of Rs. 400/- per month is a meager amount. The respondent claimed interim standard rent @ Rs. 21,847/- per month. After considering the relevant aspects, the learned trial Judge fixed interim compensation @ Rs. 5000/- per month in respect of shops. He, therefore, submitted that no case is made out for interfering with the impugned orders.

5. I have considered rival submissions advanced by learned Counsel for the parties. I have also perused the material on record. It is not in dispute that Shops No.1 and 2 each admeasures 300 square feet. In paragraph 4, the learned trial Judge noted that the shops are situate in one of the prime location

of Thane city. After considering the relevant aspects, the learned trial Judge has fixed interim standard rent @ Rs. 5000/- in respect of each shop.

6. For the reasons recorded in paragraphs 4 to 6 of the impugned orders, I do not find that the learned trial Judge has committed any error. Hence, Petitions fail and the same are dismissed.

[R.G. KETKAR, J.]