

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.9020 OF 2019

SAIBABA PRATISHTHAN BHOKAR DIST NANDED
VERSUS
NANDED ZILLA KRUSHI AUDYOGIK SEVA AND ANR

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Advocate for Petitioner : Shri Deshmukh Rajendra S.
Advocate for Respondent 1 : Shri Sonawane N.D.
Advocate for Respondent 2 : Shri Shinde A.D. h/f Shri Hon A.V.

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CORAM : RAVINDRA V. GHUGE, J.
Dated: December 05, 2019

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PER COURT :-

1. The petitioner / plaintiff in RCS No.37 of 2009, is aggrieved by the order dated 9.4.2019 passed by the trial Court, vide which, application Exhibit 126 filed by the plaintiff seeking permission to deposit an amount of Rs.1,62,000/- in the Court towards purported rent amount to be paid to defendant No.1, has been rejected.

2. I have considered the strenuous submissions of the learned Advocates for the respective sides and have gone through the petition paper book with their assistance.

3. I find that the suit has been preferred by the petitioner for seeking perpetual injunction as against both the defendants. No

claim as regards any declaration has been put forth. The case of the defendants is that the suit property occupied by the plaintiff belongs to defendant No.2.

4. Vide Exhibit 126, filed on 19.3.2019, the plaintiff contends that it was paying the rent amount to defendant No.1 at the rate of Rs.1000/- per month since 1.6.2003. On 13.3.2006, an amount of Rs.2000/- was deposited for the months of June 2003 and July 2003. On 30.12.2008, the in-charge Manager of defendant No.1, demanded rent from the petitioner through a letter bearing his signature and the stamp of defendant No.1. On 10.12.2009, the petitioner deposited an amount of Rs.25,000/- with defendant No.1 and it has preserved the receipt evidencing such deposit. On 30.11.2010, defendant No.1, refused to accept a cheque bearing No.0517086 for an amount of Rs.25,000/- on the ground that the petitioner has instituted a suit.

5. The learned Advocate for defendant No.1 submits that there was no rent agreement or an arrangement with the petitioner. The above reproduced contents of Exhibit 126 are denied and the suit has nothing to do with any rent agreement or any tenant - landlord relation.

6. The learned Advocate for the petitioner submits that though there is no order of the trial Court to deposit the amount, the intention expressed by the petitioner vide Exhibit 126 shall be noted.

7. I find that the suit is not in relation to any rent agreement between the parties and has nothing to do with payment of rent. The petitioner simply prays for perpetual injunction against the defendants and a direction that the defendants would not dispose the plaintiff. In this backdrop, there is no issue which would touch the aspect of purported non-payment of rent by the petitioner or the factum of any rent agreement between the parties. In this backdrop, the impugned order cannot be faulted and cannot be branded as being perverse or erroneous. This petition is, therefore, dismissed.

8. However, the dismissal of this petition would not be an impediment for the petitioner to take recourse to law and in future, if any aspect of non-payment of rent would arise, the contentions and averments of the litigating sides shall be kept open.

9. The learned Advocates for the respondents request that the

suit is more than ten years old, 80% of the recording of the oral evidence has concluded and therefore, the suit may be expedited.

10. As such, the trial Court would decide RCS No.37 of 2009 as expeditiously as possible and preferably on/or before 30.6.2020.

(RAVINDRA V. GHUGE, J.)

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akl/d