

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.11418 OF 2018

DIPAK GANESH CHAUDHARY
VERSUS
MUKESH GIBABRAO PAWAR AND OTHERS

...
Advocate for Petitioner : Shri Chaudhary V. T.
Advocate for Respondent 1 : Shri Kulkarni M.S.
h/f Shri Suryawanshi S.N

...
CORAM : RAVINDRA V. GHUGE, J.
Dated: April 22, 2019

...

PER COURT :-

1. I have heard the learned Advocates for the respective sides.
2. Since the application filed by the plaintiff, claiming to be a tenant, seeking the fixing of standard rent, under Section 8 of the Maharashtra Rent Control Act is pending, I am disposing off this petition and the impugned order would not operate as an impediment.
3. As such, this petition is disposed off. The trial Court shall decide the application, dated 2.4.2019 filed by the original plaintiff for fixing the standard rent under Section 8, as expeditiously as possible and preferably on/or before 31.8.2019, on it's own merits.

4. As per the pleadings of the plaintiff in paragraph Nos.3 and 4, the oral agreement required the plaintiff to pay rent of Rs.18,000/- per month for the year 2017-2018. For the period 30.10.2017 to 30.10.2018, the plaintiff claims to have paid Rs.2,00,000/- in cash to defendant No.1, for which, according to defendant No.1, there is no evidence in the face of his denial. Even if this disputed issue is left to the trial Court to be decided at an appropriate stage, the plaintiff cannot resile from his pleadings of agreeing to pay Rs.18,000/- per month from November, 2018 onwards. Therefore, if there is any short fall in the payment of rent from November 2018, the plaintiff shall deposit the arrears of the difference before the trial Court on/or before 31.5.2019 and would continue to pay Rs.18,000/- until the application for fixing standard rent is decided. If this direction is not complied with, repercussions as provided in law will follow.

5. The landlord / original defendant is at liberty to withdraw the said amounts, which would be subject to the result of the suit.

6. Needless to state, this Court has not recorded any finding, as to whether the arrears deposited by the plaintiff are in accordance with any agreement in force between the parties and the said issue

of quantum of arrears would be decided by the trial Court, while deciding the suit.

(RAVINDRA V. GHUGE, J.)

...

akl/d