

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.7647 OF 2019

Prakash Hansrajani

.. Petitioner

vs.

Surang Investments Pvt. Ltd.

.. Respondent

Mr. Surel Shah, for the Petitioner.

CORAM : R. G. KETKAR, J.

DATE : 17th JULY 2019.

P.C. :-

1. Heard Mr. Surel Shah, learned counsel for the Petitioner at length.

2. By this Petition filed under Article 227 of the Constitution of India, the Petitioner/applicant has challenged the judgment and order passed by the learned judge of the Court of Small Causes, Mumbai below application (Exhibit 11) in R.A.N. Application No. 21/SR of 2014 as also the judgment and order dated 10th September, 2018 passed by the Appellate Bench of the Small Causes Court, Mumbai in Revision Application No. 200 of 2016. By these orders the Courts below have disposed of the application (Exhibit 11) filed by the applicant seeking permission to pay or deposit

the rent from October 2013 to May 2016 @ Rs. 10,335.11/- per month along with interest @ 15% p.a and further directed to go on depositing the rent at the rate from June 2016 on or before 10th day of each month till final decision of R.A.N. application.

3. The applicant has filed application *inter alia* for fixing the standard rent of Unit 307, 3rd Floor, Ram-Nimi Building, Mandlik Road, Colaba, Mumbai-1 (in short “suit premises”) along with electricity and other charges. The application is filed some time in February, 2014. During the pendency of this application, the applicant filed Exhibit 11 on 7th April, 2014 seeking permission to deposit accumulated rent from October 2013 to March 2014 at the rate of Rs. 1,800/- per month, total amounting to Rs. 10,800/-. The applicant further prayed for permission to continue to deposit the rent at the rate of Rs. 800/- per month from April, 2014 to disposal of the application.

4. The Respondent filed reply some time in November, 2014. The Respondent also filed reply in the main application

for fixing the standard rent. The Respondent produced the valuation report dated 11th November, 2014.

5. By the impugned orders, the Court below permitted the applicant to pay or deposit the rent from October 2013 to May 2016 at the rate of Rs. 10,335.11/- per month excluding other charges as per terms and conditions of agreement dated 23rd August, 1985 along with interest at the rate of Rs.15 % p.a within four weeks from the date of the order. The Petitioner is further directed to pay or deposit future rent at the rate of Rs. 10,335.11/- per month excluding other charges as per terms and conditions of agreement dated 23rd August, 1985 from June, 2016 till final disposal of main application on or before 10th day of each month.

6. In support of the application Mr. Shah contended that the Courts below were not justified in issuing direction. The application was filed seeking permission to deposit rent at the rate of Rs. 1,800/- per month as against this by the impugned order the Courts below directed the Petitioner to

pay or deposit Rs. 10,335.11/- per month. The orders impugned in the present Petition are not referable to any of the provisions of Maharashtra Rent Control Act, 1999. Though the Application was made for seeking permission to deposit Rs. 1,800/- per month, by the impugned order the Courts below have in fact fixed standard rent when the main application for fixing of standard rent is pending. He submitted that the Petition requires consideration.

7. I have considered the submissions made by Mr. Shah and also perused the material on record. In paragraph 8 learned trial Judge observed that terms and conditions of tenancy agreement dated 23rd August, 1985 shows that the applicant/tenant has to pay various charges, municipal taxes and maintenance charges. In paragraph 9, the learned trial Judge observed that the rent receipt dated 1st July, 2013 for the months of July 2013 to September, 2013 shows that the applicant has paid rent including taxes, repair charges and water charges with the other maintenance charges and BPT rent. For the same manner, the applicant had also paid rent as per last receipt dated 1st January, 2014 for the month of

January 2014 to March, 2014. The applicant has further not produced any rent receipt showing that monthly rent is Rs. 1,800/-. The applicant also did not deny the liability to pay taxes. It is also noted that the standard rent will be determined finally and if the applicant has paid the amount in excess the same can be adjusted. The order passed is without prejudice to the rights and contentions of both the parties.

9. In so far as the order of the Appellate Court is concerned in paragraph 9, the Appellate Court observed that rent receipt dated 1st July, 2013 reveals that applicants had paid rent including other charges amounting to Rs. 57,254/- for the month of July 2013 to September, 2013. The other receipt dated 4th October, 2013 reveals that applicants have paid other charges amounting to Rs. 9,830/-. In paragraph 11 the learned Appellate Court has referred to valuation report dated 11th November, 2014 produced by the Respondent. The applicant however did not produce any document on record. The Appellate Court further observed that the standard rent will be decided after leading evidence

by both the sides. However, at this stage, there is no authenticate document except the valuation report submitted by the Respondent. The applicant has not filed any material on record to show that the standard rent fixed by the trial Court is excessive.

10. In view thereof and for the reasons recorded by the learned trial Judge in paragraph Nos. 8 to 10 and by the Appellate Court in paragraph Nos. 9 to 11, I do not find any case made out to interfere with the impugned orders. Hence, the Petition fails and is dismissed.

11. At the request of Mr. Shah time to comply the impugned order is extended by eight weeks from today.

(R. G. KETKAR, J.)