

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

MISC.CIVIL APPLICATION NO. 292 OF 2019

Shri Krishna Automobiles Pvt.Ltd.	...Applicant
VS.	
M/s.Satellite Developers Ltd. & Anr.	...Respondents

Mr.Amit Shroff i/b. Harish Shroff & Co. for Applicant.
Mr.Latif Pirani with Dinesh Shinde i/b. Pirani & Co. for Respondent No.1.

CORAM : S.C. GUPTE, J.

DATE : 7 NOVEMBER 2019

P.C. :

Heard learned Counsel for the parties.

2 This MCA seeks transfer of an eviction suit pending as between Respondent Nos.1 and 2 to this court to be tried along with the commercial suit filed by the Applicant against both the Respondents for specific performance of an alleged agreement dated 29 March 1993 for execution of a 999 years' lease in respect of the same piece and parcel of land.

3 The Applicant is in the business of sale of petrol, diesel and other petroleum products of the second Respondent corporation and running a petrol pump at the disputed property. Respondent No.2 claims to be a tenant of Respondent No.1 in respect of the same property. Respondent No.1 has filed an eviction suit in the Court of Small Causes at Mumbai against Respondent No.2 herein purportedly on the ground that the suit property is not covered by the provisions of the Rent Act, since the Defendant tenant is a Government corporation with a paid-up capital over Rupees One Crore. Respondent No.1, accordingly, has sought eviction of Respondent No.2.

4 On the other hand, the Applicant's case is that by an agreement dated 29 March 1993, Respondent No.1 has agreed to grant perpetual lease, i.e. a lease of 999 years in favour of the Applicant in respect of the disputed premises against the Applicant surrendering his sub-tenancy rights in respect of another property located behind the disputed property. The Applicant's case is that he has already surrendered his sub-tenancy in respect of the other property and is entitled to specific performance of the agreement to create a perpetual lease in his favour. The Applicant has, accordingly, filed a commercial suit before this court, being Commercial Suit No.326/2015. It is submitted that since both suits relate to the same piece and parcel of land and there are connected issues, the eviction suit (T.E & R Suit No.244/2012) pending before the Court of Small Causes at Bombay be transferred to this court, to be heard along with Commercial Suit No.326/2018.

5 The two suits and the respective causes of action involved therein are completely different. The findings arrived at as also reliefs ordered in either suits have no bearing on the other suit. Accordingly, there is no merit in having the eviction suit in the Small Causes Court transferred to this court for being clubbed with the commercial suit pending in this court.

6 Accordingly, the MCA is dismissed.

(S.C. GUPTE, J.)