

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 2199 of 2020

1. Durgesh Sahu, Son of Shri Rajkarn Sahu, Aged About 63 Years,
2. Smt. Harsha @ Hemlata Sahu, W/o Shri Durgesh Sahu, Aged About 57 Years,

Both are resident of Sarojani Chowk, Kurud, District : Dhamtari, Chhattisgarh

---- Petitioners

Versus

1. Bank of Baroda Through The Regional Manager, Durg Regional Office, First Floor, Zonal Market, Sector-10, Bhilai, District : Durg, Chhattisgarh
2. The Branch Manager, Bank of Baroda (Erstwhile Dena Bank), Branch Kurud, Sarojani Chowk, Kurud, District : Dhamtari, Chhattisgarh
3. The Branch Manager Bank of Baroda (Erstwhile Vijaya Bank), Branch Kurud, Suncity Complex, Bypass Road, Kurud, District : Dhamtari, Chhattisgarh

----- Respondents

For Petitioners	:	Mr. R.S. Patel, Advocate.
For Respondents	:	Mr. Vinod Deshmukh, Advocate.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

23.09.2020

1. The grievance of the petitioners in the present writ petition seems to be the notice of termination of tenancy lease issued by the respondent-bank to the petitioners.
2. The brief facts of the case is that Dena Bank as it then was before merger operating their branch at Kurud in the building taken at

rent/lease belonging to the petitioners.

3. In the recent past, Dena Bank so also Vijaya Bank have got merged with Bank of Baroda. After merger, the management of the Bank of Baroda decided to merge two branches of the erstwhile Dena Bank and erstwhile Vijaya Bank into one branch and decided to shift the Dena Bank, which was operating from the petitioners' building to the branch of Vijaya Bank situated at Sun City Complex Bypass road Kurud. On the said decision by the Bank of Baroda, the authorities of the erstwhile Dena Bank have issued a notice of three months period to the petitioners intimating them in-respect-of terminating the tenancy lease agreement entered into between the Dena Bank and the petitioners.
4. The only contention of the counsel for the petitioners is that when the respondents were aware of the merger and closer of various branches, they ought not to have entered into the renewal contract with the petitioners and in the course of renewal, the petitioners had made certain renovation in the building incurring huge financial expenditure.
5. According to the counsel for the petitioners, this property is a better property for the respondents to operate their Kurud Branch, District: Dhamtari, as the rent payable to the petitioners as compared to the rent being paid by the Respondent No. 3 is less and moreover the property is also centrally located; whereas the branch of the respondent no. 3 is on the bypass away from the town and economically also from the business point of view, the petitioners'

property is more ideal.

6. At the outset, this Court is of the opinion that firstly the issue raised by the petitioners is not one which can be decided under the writ jurisdiction of the High Court exercising its powers, even as regards the contention of having incurred unnecessary expenses in the renovation of the building, the same also is not one which can be decided exercising the writ jurisdiction of this Court. The relationship between the petitioners and the respondent no. 2 was a pure landlord tenant contract and every tenant or the landlord has a right of asking for the vacation of the premises subject of course after due notice to the opposite party. It is such a notice given three months intimation to the petitioners, which has brought the petitioners to the High Court by filing of the writ petition.
7. Considering the fact that the respondent no. 2 has given a three months notice for vacating the premises and would be vacating the premises only after 30.11.2020, this Court does not find any strong case made out by the petitioners calling upon for issuance of any writ in favour of the petitioners.
8. The writ petition accordingly stands rejected.

Sd/-
(P. Sam Koshy)
Judge