

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

Amk

WRIT PETITION (L) NO. 411 OF 2020

Rajendra Namdeo Borade

.. Petitioner

Vs.

Kotak Mahindra Bank Ltd. & Anr.

.. Respondents

Mr. Mihir Desai, Senior Advocate i/b Navin Tiwari for the Petitioner.
Mr. Rohit Gupta a/w. Mr. Sachin Chandrana, Ms. Vanya Srikant i/b M.
K. Ambalal & Co. for Respondent No.1.

**CORAM : PRADEEP NANDRAJOG, C.J. &
SMT. BHARATI DANGRE, J.**

DATE : 11th FEBRUARY, 2020.

P. C. :

1. There is no merit in the Writ Petition for the reason the Petitioner admits that the agreement dated 01.12.2006 under which the Petitioner claims tenancy rights is unregistered. Therefore, the Indenture of Lease cannot be admitted in evidence except for a collateral purpose. The collateral purpose would be to determine the status of the Petitioner but not the duration or tenure of the lease. The status of the Petitioner would be deemed to be of a tenant from month to month and as per the law declared by the Supreme Court in the decision dated 11.09.2019, noted by the learned Debts Recovery Tribunal in paragraph 4 of the impugned order, the Petitioner has to surrender possession of the

secured asset which was offered by way of mortgage by the owner to the 1st Respondent. We note at this stage that the Petitioner has handed over vacant physical possession of the secured asset.

2. The Writ Petition is dismissed.

[SMT. BHARATI DANGRE, J.]

[CHIEF JUSTICE]

Arjun
M.
Kadam

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