

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

Writ Petition No.2409 of 2019
Suchita Jawanjale and Anr. Vs. Vijay Gaglani and others

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Mr. S.S. Shingane, Advocate for the petitioners
Mr. J.J. Chandurkar, Advocate for the respondents

CORAM : MANISH PITALE, J.

DATED : JANUARY 28, 2020

By this writ petition, the petitioners (original defendants) have challenged order dated 23/01/2019, passed by the Court of Jt. Civil Judge (Junior Division), Amravati, whereby application at Exh.55, for impounding of document dated 13/04/1999, filed by the petitioner was rejected.

2. The respondents No.1 and 2 (original plaintiffs) have filed a suit against the petitioners and other defendants under Section 16(1)(e) of the Maharashtra Rent Control Act, 1999, seeking possession of the suit property on the ground that the petitioners have illegally sub-let the same.

3. The petitioners filed their written statement opposing the contentions raised on behalf of respondents No.1 and 2. In the pending suit, the aforesaid application at Exh.55 was filed claiming that

when the respondents No.1 and 2 relied upon said agreement dated 13/4/1999, it was incumbent that such document was properly stamped. The contention of the petitioners was that such document was required to be impounded in the facts and circumstances of the present case.

4. By the impugned order, the Court below has considered the contention raised on behalf of the petitioners and upon perusal of said agreement dated 13/04/1999, it has been found that the said document at best is an internal family arrangement between the members of the family of respondents No.1 and 2. It is found that the said document cannot be termed as a lease agreement between the parties and that, therefore, the application filed on behalf of the petitioners cannot be granted. On this basis, the application stood rejected.

5. The learned counsel appearing for the petitioners submitted that a perusal of various clauses of said agreement dated 13/04/1999, would show that it is on the basis of the said document that the respondents No.1 and 2 are claiming right in the suit property, in order to initiate the eviction proceedings against the petitioners and other defendants. It is claimed that when a right in the property is said to have devolved on the respondents No.1 and 2 on the basis of said document, it is nowhere claimed that it is

properly stamped and the impugned order passed by the Court below was unsustainable. On the other hand, the learned counsel appearing for the respondents No.1 and 2 submitted that there was no error committed by the Court below as agreement dated 13/04/1999, was internal family arrangement amongst the family members of respondents No.1 and 2.

6. Having heard the learned counsel for rival parties and upon perusal of the impugned order passed by the Court below, it becomes clear that the document i.e. agreement dated 13/04/1999, requires to be perused, in order to appreciate the contentions raised by rival parties. A bare perusal of the said document shows that it cannot in any manner be termed to be a document determining the relationship between rival parties before this Court. It is clearly a family arrangement between the members of the family of respondents No.1 and 2. There is also nothing on record to show that the petitioners in any manner denied payment of rent to the enterprise run by respondents No.1 and 2, on the basis of said family arrangement. Therefore, it can hardly lie in the mouth of the petitioners to claim that they have a right to object to the said document on the question of it being not properly stamped.

7. Therefore, it is evident that no error can be

attributed to the impugned order passed by the Court below and the present writ petition is found to be without any merit. Hence, the writ petition is dismissed.

JUDGE

MP Deshpande