



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

WRIT PETITION NO. 10071 OF 2019

Rashidkhan Babasaheb Jamadar

..Petitioner/s

v/s.

Mr. Dilip Tavanappa Kemble

..Respondents

Mr. P.D.Dalvi for the Petitioner/s.

Mr. Tejal S, Ingale for the Respondent.

**CORAM : ANUJA PRABHUDESSAI, J.
DATED : 8th SEPTEMBER, 2023.**

P.C.

1. This petition under Article 227 of the Constitution, raises challenge to the order dated 20.07.2019, whereby the learned District Judge, Sangli dismissed the Revision Application No.1 of 2019, and thereby confirmed Order dated 10.12.2018 passed by the learned Civil Judge, Junior Division, Sangli, directing the petitioner herein to deposit an amount of Rs.30,000/- per month from 07.04.2017 as interim standard rent.

2. The respondent-landlord and the petitioner herein entered into a leave and license agreement dated 30.11.2015, in respect of a commercial gala situated on the ground floor of Patil Towers at Sangli. Pursuant to the agreement, the petitioner was put in possession of the

said commercial gala The respondent-landlord filed a suit for eviction, pursuant to which the petitioner filed an application dated 19.09.2017 (Misc. Application No. 64 of 2017) under Section 8 of the Maharashtra Rent Control Act for fixing standard rent. The petitioner claims that the agreed rent was Rs.10,000/- per month and that an amount of Rs.30,000/- was in fact payable as security deposit. By order dated 27.09.2017, the learned Judge directed the petitioner to deposit an amount of Rs.10,000/- per month from the date of the application till further orders.

3. Upon hearing the respective parties, the trial Court by order dated 10.12.2018 directed the petitioner to deposit an amount of Rs.30,000/- per month from the date of the application with liberty to the respondent-landlord to withdraw amount of Rs.10,000/- per month. Being aggrieved by the said order, the petitioner filed Civil Revision Application No.1 of 2019. The revisional court dismissed the application on the ground that the revision was not maintainable and further held that in terms of the leave and license agreement, the petitioner was liable to pay rent of Rs.30,000/- per month. Hence, this petition.

4. Heard Mr.Dalvi, learned Counsel for the Petitioner, and Mr.Ingale, learned Counsel for the Respondent. Perused the record and considered

the submissions advanced by the learned Counsel for the respective parties.

5. Shri Ingale, learned Counsel for the Respondent concedes that the revision application was maintainable. Hence, the findings as regards maintainability of the application cannot be sustained. Now, coming to the merits of the matter, the respondent herein is the owner of the commercial premises . It is not in dispute that the petitioner as well as the respondent had entered into a leave and license agreement dated 30.11.2015 in respect of the said commercial premises. The leave and license agreement clearly indicates that the petitioner had agreed to pay to the respondent license fees of Rs.30,000/- per month. Pursuant to the said agreement, the petitioner was put in possession of the subject premises and he has been conducting business in the said premises since then.

6. The contention of the petitioner that the rent/license fees payable under the agreement was Rs.10,000/- and the amount of Rs.30,000/- was payable towards security deposit is contrary to the terms of the leave and license agreement. The said agreement clearly indicates that the license fees payable under the leave and license agreement was Rs.30,000/- per month and the security deposit stipulated was Rs.5,00,000/-. It is not in dispute that acting on the said clause, the petitioner had paid to the

respondent-landlord an amount of Rs.2,00,000/- by cheque, and had thereafter issued cheque towards the balance amount of Rs.3,00,000/- towards security deposit. Under the circumstances, the finding recorded by the courts below cannot be said to be erroneous.

7. It is further stated that the petitioner has been depositing only an amount of Rs.10,000/- per month despite there being no stay to the order dated 20.07.2019 and 10.12.2018 which directs deposit of Rs.30,000/- per month from the date of the application.

8. Considering the above facts and circumstances, in my considered view, there is no merit in the petition. The writ petition is accordingly dismissed.

(ANUJA PRABHUDESSAI, J.)