

rajshree

Digitally
signed by
RAJSHREE
KISHOR
MORE
Date:
2023.06.30
15:43:16
+0530

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO.1000 OF 2023
IN
SUIT NO.4097 OF 1990

Ramesh Meghji Chheda & Anr.] .. Applicants

IN THE MATTER OF

Anil alias Ganesh Janardhan Gavde] .. Plaintiff

vs.

Vaishali Rajendra Gavde & Ors.] .. Defendants

Ms.Dipti Nagda for the Applicants.

Mr.Deepak Jamsandekar i/b Ms.Bhavana Anklesaria for Plaintiff.

Mr.E.B. Sivakumar, 1st Assistant to Court Receiver present.

CORAM : BHARATI DANGRE, J

DATE : 28th June, 2023.

P.C.

1] By the present Application, the Applicants seek relief from this Court to proceed and continue with the Suit filed before the Small Causes Court in the form of RAD Suit No.1241/2017, in which the Court Receiver, High Bombay, has been impleaded as Defendant No.11 alongwith other Defendants, in respect of Shop No.4, situated on the Ground Floor of Building Shyam Bhuvan, lying and situated at Gokhale Road, Mulund, Mumbai, which is presently under the control of the Receiver, who came to be appointed by this Court on 01.09.1994.

The Application is necessary in view of a specific pleading of the Plaintiffs who have filed RAD Suit No.1241/2017 before the Small Causes Court, seeking a relief to declare them as Tenants in respect of the suit premises and a direction to Defendant Nos.2 to 10 to transmit the tenancy in their name.

2] The plaint of the said Suit, contain a specific pleading to the effect that deceased Meghji Devsi Chheda (original tenant) was carrying business of readymade garment in the said suit premises and alongwith him, the Plaintiffs were also carrying on the said business and even after the death of Meghji Chheda, they continued to carry on the said business of readymade garment from the suit premises.

It is pleaded that by virtue of Section 7(15)(d)(ii) of the Maharashtra Rent Control Act, 1999, they are entitled to be referred as the Tenants in respect of the suit premises. But since the Court Receiver was appointed in respect of the suit premises, he refused to accept rent advanced by them for the period specified in the Plaint. Therefore, while declaration is being sought about their tenancy, a relief is also sought seeking permission to deposit the arrears of rent as well as regular rent for the suit premises in the Court.

3] In the wake of above pleadings and nature of declaration that is sought in the wake of provisions contained in the Maharashtra Rent Control Act, 1999, the impleadment of the Court Receiver in the said Suit is essential for effective adjudication and he being a necessary party, I deem it appropriate to allow the prayer which is sought in the Interim Application.

In the wake of above, Interim Application is allowed in terms of prayer clause (a).

Leave granted to the Applicant to prosecute the Suit against the Court Receiver, High Court of Bombay, who is appointed as Receiver for the suit property, by order dated 01.09.1994.

Interim application stands disposed off.

[BHARATI DANGRE, J]