



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

Writ Petition (WP) No. 2414 of 2023

Manish S/o Rajendraprasad Bhargav

Versus

Ravindra Kumar S/o Late Shivdas Chaudhary

Office Notes, Office Memoranda of
Coram, appearances, Court's Orders
or directions and Registrar's order

Court's or Judge's Order

Shri A.P.Tathod, Advocate for the petitioner.

Shri M.Anil Kumar, Advocate for the respondent.

CORAM : ANIL S. KILOR, J.

DATED : 25th AUGUST, 2023.

This matter pertains to landlord tenant dispute as regards eviction.

2. The landlord filed the suit for eviction on the ground that the petitioner tenant is in arrears of rent from August, 2001.

3. Prior to filing of the suit, a notice was issued on 2nd March, 2016, to which admittedly no reply was issued.

4. Both the Courts below have decreed the suit holding that the petitioner was in arrears of rent. However, it is the case of the petitioner that he was not in arrears of rent.

5. Shri Tathod, learned counsel for the petitioner has drawn attention of this Court to the admissions given by the landlord to the cross-examination that he received the rent but he did not issue any rent receipt to the petitioner. Therefore, it is submitted that as the complete rent was paid, there was no requirement to deposit the amount in compliance of Section 15(1) of Maharashtra Rent Control Act, 1999 (in short hereinafter referred as 'Rent Act, 1999'), immediately after filing of the suit or within 90 days from the receipt of the notice. It is submitted that both the Courts below have ignored the above referred admissions.

6. On a specific query put to the learned counsel for the petitioner whether he has continuously paid the rent during the pendency of the suit, to which he fairly states that the record does not show that the amount was paid during the pendency of the suit.

7. He has further pointed out that after the judgment of the Appellate Court, the entire arrears were paid and thereafter the rent was regularly paid.

8. Nonetheless the fact remains that during the pendency of the suit, the rent was not continuously paid. Thus, there was a non-compliance of Section 15(3) of the Rent Act, 1999 which is the sufficient

ground in view of the Full Bench judgment of the Coordinate Bench of this Court in the case of Babulal Fakirchand Agrawal Vs. Suresh Kedarnath Malpani and others¹ for eviction.

9. In that view of the matter, the writ petition is dismissed.

[ANIL S. KILOR, J.]

1 2017(4) ABR 661