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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. 218 OF 2023
WITH
INTERIM APPLICATION NO. 3396 OF 2020

Shri Pandurang Vishnu Jadhav ... Appellant

Vs.

Mahalaxmi Mahila Nagari ... Respondent

Sahakari Pathsanstha Mydt

Hupari through its Secretary

Prakash S.Deshpande

WITH
SECOND APPEAL NO. 222 OF 2023
WITH
INTERIM APPLICATION NO. 3363 OF 2020

Shri AshoK Baburao Tanwani ... Appellant

Vs.

Mahalaxmi Mahila Nagari ... Respondent

Sahakari Pathsanstha Mydt

Hupari through its Secretary

Prakash S.Deshpande

WITH
SECOND APPEAL NO. 221 OF 2023
WITH
INTERIM APPLICATION NO. 3361 OF 2020

Sou Kavita Ashok Tanwani ... Appellant

Vs.

Mahalaxmi Mahila Nagari ... Respondent

Sahakari Pathsanstha Mydt

Hupari through its Secretary

Prakash S.Deshpande

**WITH
SECOND APPEAL NO. 220 OF 2023
WITH
INTERIM APPLICATION NO. 3435 OF 2020**

Ravsaheb M. Mali (Deceased) ... Appellant
through LRS Sonaba M. Mali
(Decd through LRs)

Mangal R. Mali

Vs.

Mahalaxmi Mahila Nagari ... Respondent
Sahakari Pathsanstha Mydt
Hupari through its Secretary
Prakash S.Deshpande

Mr. Manoj A. Patil a/w. Mr. Akash M. Murudkar for the Appellant.

CORAM : GAURI GODSE, J.

DATE : 18th DECEMBER 2024

ORDER :

1. These second appeals are preferred by the defendants to challenge the concurrent judgments and decrees directing the respective defendants to hand over possession of the suit property in the respective suits to the plaintiff society.

2. Learned counsel for the appellants submits that the initial tenancy agreement was for a period of five years with a clause in the agreement for extension of time by increasing the rent amount by 20%. He submits that after expiry of the notice period the plaintiff

called upon the defendants to pay the increased rent amount to the extent of Rs.2500/-. He submits that issuance of such notice amounts to extension of the tenancy period as provided under the terms and conditions of the tenancy agreement.

3. Learned counsel for the appellants therefore submits that issuing notice calling upon the defendants to pay the increased rent amounts for extension of the tenancy period by invoking the clause for extension. He therefore submits that both the courts erred in not considering the extension of the tenancy period in view of the notice issued by the plaintiff. He therefore submits that the second appeals would require consideration as the same raises substantial question of law on the ground that there was extension of the tenancy period in view of the notice issued by the plaintiff.

4. I have considered the submissions made on behalf of the appellants. A perusal of the reasons recorded by both the courts indicates that after the notice was issued by the plaintiff calling upon to pay the enhanced rent the defendants failed to accept the demand made by the plaintiff and failed to execute fresh agreement as per notice issued by the plaintiff. In view of the refusal by the defendants to accept the demand made by the plaintiff and execute fresh agreement both the courts accepted the plaintiff's contention

regarding valid termination of the tenancy agreement. Receipt of the notice of termination of tenancy is not in dispute. Both the courts have recorded concurrent findings on the refusal on the part of the defendants to comply with the demand made by the plaintiff.

5. In view of the non-compliance on the part of the defendants to comply with the demand notice, the arguments raised on behalf of the appellants regarding extension of period of tenancy, has no substance. Both the courts have rightly held that in view of the expiry of the period of tenancy and the notice issued by the plaintiff terminating the tenancy the defendants are not entitled to retain possession of the suit property.

6. In view of the aforesaid facts concurrently accepted by both the courts, the grounds raised on behalf of the appellants would not require any consideration by this court.

7. The second appeals do not raise any substantial question of law. Hence, the second appeals are dismissed.

8. In view of the dismissal of the second appeals, all interim applications are disposed of as infructuous.

[GAURI GODSE, J.]