

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

WRIT PETITION NO.632 OF 2024

Sundeep Shankar Ghaytadake

....Petitioner

Vs

Dnyaneshwar Tukaram Ohal

....Respondent

Mr. Drupad S. Patil *for the Petitioner.*

None *for Respondent.*

CORAM: SANDEEP V. MARNE, J.

DATE : 12 JUNE 2024.

P.C.:

1 The Petitioner has filed this Petition challenging the decree dated 12 September 2023 passed by the District Judge-13, Pune, in Regular Civil Appeal No.532 of 2016 by which the decree passed by the Trial Court on 16 February 2016 in Civil Suit No.109 of 2014 has been confirmed. The Small Causes Court, Pune, has decreed the suit filed by the Plaintiff and has directed the Petitioner/Defendant handover vacant and peaceful possession of the suit premises to the Plaintiff in addition to conduct of enquiry into *mesne profit* under provisions of Order 20, Rule 12 of the Code of Civil Procedure.

2 I have heard Mr. Patil, the learned counsel appearing for the Petitioner and have considered the submissions canvassed by him.

3 The sheet anchor of the case of the Petitioner both before Trial and Appellate Court was that the Plaintiff landlord became entitled to receive flat admeasuring 600 square feet in lieu of the tenanted premises occupied by him under the Development Agreement executed between the developer and the owner of the land. Before the Trial Court, the Petitioner/Defendant failed to produce any documentary evidence in support of the said contention. However before the Appellate Court, the Petitioner/Defendant produced copy of the registered Development Agreement dated 11 October 2021 executed between Nobal Developers and owners of the property in which premises of the landlord are situated. I have gone through the said Development Agreement. The said Development Agreement does not contain any covenant under which the landlord is to be granted any particular area on ownership basis in the redevelopment, clause 19 of the Development Agreement merely enable the Developer to enter into negotiations with the tenants. Thus even before the Appellate Court, the Petitioner/Defendant failed to prove that the landlord would become entitle to flat admeasuring 600 square feet in the newly constructed building in lieu of tenanted premises in his occupation. There is no denial to the fact that the landlord is residing in tenanted premises admeasuring 100 square feet with mezzanine floor alongwith his family consisting of wife, divorced daughter and son. In my view, therefore the bonafide requirement of the landlord's family for additional premises is clearly proved. I do not find any grave error in the impugned orders passed by the Trial and Appellate Court. No case is made out for interference by this Court. The Writ Petition is accordingly rejected.

However, Petitioner is granted time of three months for vacating the suit premises.

(SANDEEP V. MARNE, J.)

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