

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 2989 OF 2024

Bina Gobind Agarwal

}*Petitioner*

: *Versus* :

Vinod Doshi

}*Respondent*

Ms. Akanksha Agrawal *a/w. Mr. Manish M. Bohra, for the Petitioner.*

Mr. Sachin S. Tigde, *for the Respondent.*

CORAM : SANDEEP V. MARNE, J.

Dated : 10 July 2024.

P.C. :

1) The challenge in the present petition is to the order 11 September 2023 passed by the Additional Commissioner, Konkan Division, rejecting the Revision Application filed by the Petitioner and confirming the order dated 25 November 2021 passed by the Competent Authority under the provisions of Section 24 of the Maharashtra Rent Control Act, 1999 directing eviction of the Petitioner.

2) I have heard Ms. Agrawal, the learned counsel appearing for the Petitioner and Mr. Tigde, learned counsel appearing for the Respondent.

3) According to Ms. Agrawal, the nature of transaction executed between the parties in the year 2010 is not the one of transfer, but of loan. That the Respondent had merely lent sum of Rs.43,00,000/- to the Petitioner, which the Petitioner was supposed to repay from time to time. That Petitioner has been residing in the licensed premises since the year 1986 and therefore her residence in the licensed premises cannot be linked to the execution of document titled as '*Leave and License Agreement*' in the year 2011. She would submit that serious disputed questions of facts and law are involved in respect of the transaction between the parties and that therefore the Competent Authority ought not to have exercised summary jurisdiction directing eviction of the Petitioner.

4) I have considered the submissions canvassed by the learned counsel appearing for the parties. *Prima-facie*, it appears that registered Deed of Transfer is executed on 9 February 2010 by the Petitioner in favour of the Respondent. Thereafter, Leave and License Agreement is executed in June 2011, under which the Petitioner is granted license to enter and reside in the premises. Tenure of the said license has admittedly expired. If Petitioner claims that the nature of transaction executed between the parties in the year 2010 is not of transfer but the one of loan, she will have to obtain necessary declaration from the Competent Civil Court. Infact, I am informed that the Petitioner has already instituted a Civil Suit in that regard.

5) It appears that the impugned orders are already executed and recovery of possession of the flat is obtained from the Petitioner.

6) Ms. Agrawal, would express an apprehension that some of the findings recorded by the Competent Authority and Revisional Authority might be used against the Petitioner in the pending Civil Suit. It is therefore clarified that nothing observed, either by the Competent Authority or by the Revisional Authority or by this Court in the present order, shall affect the rights and contentions of the parties in the pending Civil Suit. In my view, therefore no interference is warranted in the impugned order. The Writ Petition is accordingly **rejected**.

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[SANDEEP V. MARNE, J.]