

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO.96 OF 2024

Ganesh Arjun Chukkal

...Applicant

V/s.

Melronia Hospitality Private Limited

...Respondent

WITH
WRIT PETITION NO.1847 OF 2024

Brice Infrastructure & Development
Pvt. Ltd.

...Petitioner

V/s.

Melronia Hospitality Private Limited

...Respondent

Mr. A.Y. Sakhare, *Senior Advocate with Mr. Laxman R. Shahapur, Mr. Viraj V. Kadam, Mr. Rohan and Mr. Rohit Mishra for Applicant in CRA and for Petitioner in Writ Petition.*

Mr. Girish S. Godbole *with Mr. Yash Momeya i/b. Mr. Nikhil Ranadive for Respondent in CRA and WP.*

CORAM : SANDEEP V. MARNE, J.

Dated : 17 October 2024.

Judgment :

1) The issue involved in the Revision Application and Writ Petition is about right of the Revision Applicant and Writ Petitioner to retain possession of the flat in question. Revision Applicant-Ganesh Arjun Chukkal (**Ganesh Chukkal**) is a director in the Petitioning

Company-Brice Infrastructure and Development Pvt. Ltd (**Brice**). Entry into the subject flat is secured by Brice on 20 June 2018 by way of license granted by Respondent and in his capacity as director of Brice, the Revision Applicant- Ganesh Chukkal is occupying the flat. Upon expiry of license on 19 April 2020, the Competent Authority directed eviction of Brice from the flat by order dated 23 November 2021, which order is upheld by Additional Commissioner, Konkan Division on 13 March 2023 by rejecting Brice's Revision Application. Accordingly, Brice has filed Writ Petition No.1847 of 2024 challenging the eviction order of Competent Authority as well as order of the Revisional Authority. Revision Applicant- Ganesh Chukkal claims to be a lessee in respect of the flat on the strength of alleged lease agreement executed in his favour on 8 March 2019 and has accordingly filed declaratory suit bearing L.D. Suit No.80 of 2022 in the Court of Small Causes, Mumbai, seeking a declaration that he is a lessee in respect of the flat and for restraining the Respondent from disturbing his possession. In that Suit, the Revision Applicant filed application for temporary injunction, which was initially allowed by the Trial Court by order dated 30 September 2022 and was confirmed by further order dated 10 January 2024. The said injunction order has been vacated by the Appellate Bench of the Small Causes Court vide judgment and order dated 30 January 2024, which is the subject matter of challenge in Civil Revision Application No. 96 of 2024 filed by Revision Applicant-Ganesh Chukkal. Since both the proceedings relate to right of occupation of same premises, both the proceedings are heard and decided by this common order. There are three parties in the present proceedings viz. (i) Ganesh Chukkal who claims to be lessee of the flat and who is Plaintiff in L.D. Suit No.80 of 2022, (ii) Brice, who is the Licencee under the leave and license agreement and who was the Respondent in Eviction proceedings filed before

Competent Authority and (iii) Melronia Hospitality Private Limited, (**Melronia**) who is the Defendant in the Suit and Applicant in the eviction application.

2) A very brief reference to the facts of the case would be necessary. Ganesh Chukkal claims that M/s. Lake View Developers had executed agreement dated 19 February 2004 in his favour thereby appointing him as Liaison Officer for securing various permissions from regulatory authorities and doing of various acts as enumerated in the agreement, for which he was to receive either monetary consideration of Rs.14.50 crores or in the alternate constructed area admeasuring 4,000/- sq.ft in the salable component of redevelopment of the project. The agreement was allegedly executed in connection with a redevelopment scheme undertaken by well-known developer in Mumbai viz. Hiranandani Group through its Firm M/s. Lake View Developers. According to Ganesh Chukkal, the said Firm-M/s. Lake View Developers as well as other subsidiary companies of Hiranandani were amalgamated in one company M/s. HGP Community Private Limited (**HGP**). HGP later merged with Defendant- Melronia on 24 August 2018.

3) According to Ganesh Chukkal, the agreement dated 19 February 2004 was executed in his favour for the purpose of assisting Hiranandani Group of companies to develop slum rehabilitation scheme on Survey No.136 C.T.S. No. 1 (part), village-Ghatkopar, Mumbai. That he performed various acts as per the agreement and assisted M/s. Lake View Developers to procure various NOCs from statutory authorities and assisted in shifting of more than 800 slum dwellers to the transit camp. That the Developers did not release the monetary consideration but promised Ganesh Chukkal to provide

constructed area admeasuring 4000 sq.ft. as per the agreement and this is how, except the initial payment of Rs.5,00,000/-made at the time of execution of the agreement, no further payments were released in favour of Ganesh Chukkal. He claims that after lot of persuasion Defendant agreed to provide residential premises with Flat No. 3102 admeasuring 1600 sq. carpet area situated on 31st level of Adonia building, 'B' wing, Hiranandani Garden, Powai-400 0076 (**suit premises**) and accordingly executed Agreement for Leave and License dated 19 June 2018 for a period of 36 months commencing from 20 June 2018 and ending on 19 June 2021 in favour of his company-Brice. According to Ganesh Chukkal, the temporary arrangement of Leave and License Agreement was executed on account of restraint order passed by this Court restraining the Defendant from selling any flats. According to Ganesh Chukkal, Defendant agreed to execute unregistered lease deed in his favour subsequently. This is how registered Leave and License agreement dated 19 June 2018 was executed between Brice and Defendant Melronia. Under the agreement for leave and license, monthly compensation was fixed at Rs. 2,55,000/- and security deposit was fixed at Rs.15,30,000/-.

4) As observed above, Plaintiff- Ganesh Chukkal is a director in Brice and accordingly started occupying the suit premises. Plaintiff claims that the Defendant- Melronia executed unregistered lease deed dated 8 March 2019 in his favour referring to the stipulations of the agreement dated 19 February 2004 thereby granting lease in his favour for 30 years with further option to him to extend the lease for further period of 25 years. That the pretext of pendency of litigation in this Court was cited by the Defendant for not registering the said lease deed. According to Plaintiff, since the lease

period commenced from 1 April 2020, he did not pay monthly compensation @ Rs.2,67,500/- to the Defendant for five months from November-2019 to March -2020 and the same got forfeited against the security deposit of Rs.13,50,000/-. Defendant- Melronia terminated the leave and license agreement in respect of the suit flat by notice dated 10 January 2020 and filed Eviction Application No.51 of 2021 before the Competent Authority under Section 24 of the Maharashtra Rent Control Act, 1999 (**MRC Act**) seeking eviction of Brice from the suit premises. The application filed by Brice for grant of leave to defend was rejected on 23 November 2021 and on the same day, Competent Authority proceeded to pass order directing eviction of Brice. The Competent Authority also directed payment of damages at the rate of double the amount of license fees @ Rs. 5,35,500/- from 10 March 2020 till handing over of possession of the suit premises. Brice filed Revision Application under the provisions of Section 44 of the MRC Act before the Additional Divisional Commissioner, Konkan Division challenging the eviction order dated 23 November 2021. The Revisional Authority however dismissed the Revision Application by order dated 14 June 2022. Brice filed application for review of the order dated 14 June 2022 before the Revisional Authority, which has been rejected by order dated 13 March 2023. The orders passed by the Competent Authority on 23 November 2021 and by Revisional Authority dated 14 June 2022 and 13 March 2023 are subject matter of challenge in Writ Petition No.1847 of 2024.

5) In the meantime, Plaintiff- Ganesh Chukkal instituted L.D. Suit No.80 of 2022 in the Court of Small Causes at Mumbai seeking a declaration that Lease Deed dated 8 March 2019 is valid and subsisting and he is lawful lessee in respect of the suit premises. Plaintiffs sought injunction against the Defendant from interfering

with his possession of the suit premises. Plaintiff filed application for temporary injunction at Exhibit-10 in L.D. Suit No.80 of 2022. The Trial Court allowed the application at Exhibit-10 and granted temporary injunction in favour of Plaintiff restraining the Defendant from interfering with Plaintiff's possession of suit premises till disposal of the suit. In the meantime, Defendant filed application at Exhibit-16 seeking rejection of plaint under Order VII, Rule 11 of the Code of Civil Procedure, 1908 (the **Code**) relying on order passed by the Competent Authority on 23 November 2021. The said application at Exhibit-16 was rejected by order dated 30 September 2022. Defendant filed Miscellaneous Appeal No.15 of 2023 before the Appellate Bench of Small Causes Court challenging the order of temporary injunction dated 30 September 2022. The Appellate Bench partly allowed Miscellaneous Appeal No.15 of 2023 by its order dated 2 December 2023 and modified the order of temporary injunction dated 30 September 2022 by temporarily restraining the Defendant from dispossessing Plaintiff from suit premises except by following due process of law. Plaintiff filed Civil Revision Application No.5 of 2024 in this Court challenging the order of the Appellate Bench dated 2 December 2023. This Court set aside order dated 2 December 2023 and remanded Miscellaneous Appeal No.15 of 2023 for fresh decision as the same was decided in absence of Advocate of Plaintiff. After remand, the Appellate Bench allowed Miscellaneous Appeal No.15 of 2023 and has set aside order of temporary injunction dated 30 September 2022 rejecting the Plaintiff's application at Exhibit-10. Judgment and order dated 30 January 2024 passed by the Appellate Bench is subject matter of challenge in Civil Revision Application No.96 of 2024.

6) I have heard Mr. Sakhare, the learned Senior Advocate appearing for the Revision Applicant in Civil Revision Application No. 96 of 2024 and for Petitioner in Writ Petition No.1847 of 2024. He would submit that the Appellate Bench has erred in reversing the order of temporary injunction passed by the Trial Court. That the Trial Court had passed order of temporary injunction dated 30 September 2022 in favour of Plaintiff by taking into consideration the fact that the lease dated 8 March 2019 is executed in favour of Plaintiff in his personal capacity by making specific reference to the covenant of earlier agreement dated 19 February 2004. That the Trial Court had rightly taken into consideration the fact that the Plaintiff is entitled to occupy the suit premises for a period of 30 years, extendable for further period of 25 years in accordance with the lease agreement. He would submit that with execution of lease agreement, the leave and license agreement has automatically come to an end. That the Trial Court had rightly considered the fact that order of the Competent Authority directing eviction of Brice did not affect Plaintiff's right to occupy the suit premises by virtue of the lease deed. That the Defendant's defence of non-execution of lease deed is a subject matter of trial and bare denial by Defendant about execution of the lease deed was insufficient at this stage for refusing order of vacating of injunction granted in plaintiff's favour. That ultimately Plaintiff is residing in the suit premises and that therefore there was no reason for the Appellate Bench to vacate the order of temporary injunction merely on account of passing of eviction order against Brice. Mr. Sakhare would submit that the injunction order was passed on 30 September 2022 and by virtue of the same, Plaintiff has been occupying suit premises for over two years and that therefore the said interim arrangement deserves to be continued by expediting L.D. Suit No.80 of 2022. Mr. Sakhare would further submit that the order of

temporary injunction dated 30 September 2022 merged with order dated 10 January 2024 passed by the Small Causes Court by rejecting application filed by Defendant for discharge/vacation of injunction and that order dated 10 January 2024 has attained finality as the said order has not been challenged before the Appellate forum. That the order dated 30 September 2022 has merged with order dated 10 January 2024 and in the light of subsistence of order dated 10 January 2024, Appellate Court could not have vacated temporary injunction granted in favour of the Plaintiff. He would accordingly pray for setting aside the order passed by the Appellate Bench and for restoration of temporary injunction granted in favour of Plaintiff.

7) So far as Writ Petition No.1847 of 2024 is concerned, Mr. Sakhare would submit that the Competent Authority has erred in not granting leave to defend to Brice. That the eviction order was passed on the same day of refusing to grant leave to defend and thereby preventing Brice from challenging the order of refusal of leave to defend. He would submit that the Competent Authority has failed to appreciate the fact that subsequent lease deed executed in favour of director of Brice made him entitled to occupy the suit premises. That the Competent Authority and Revisional Authority ought to have appreciated that upon execution of subsequent lease deed, the Leave and License Agreement had already come to an end and that relationship between parties is now governed by the covenants of lease deed. He would submit that the Competent Authority and Revisional Authority have turned blind eye to the factum of execution of lease deed. That the Competent Authority has further failed to appreciate grant of temporary injunction in favour of director of Brice on 30 September 2022 and that the order of Revisional Authority dismissing the review petition is in the teeth of the order of the temporary

injunction granted by the Small Causes Court. Mr. Sakhare would therefore pray for setting aside order passed by the Competent Authority and Revisional Authority.

8) Revision Application and Writ Petition are opposed by Mr. Godbole, the learned Senior Advocate appearing for Respondent - Melronia. He would submit that the alleged Lease Deed dated 8 March 2019 is a forged document. That the said Lease Deed is shown to have been executed by HGP on 8 March 2019 when in fact HGP had already merged with Defendant- Melronia on 24 August 2018. That thus HGP no longer existed as on 8 March 2019 when the alleged Lease Deed is shown to have been executed. He would further submit that the Lease Deed is shown to have been signed by authorized signatory of HGP when in fact the said signatory was not in existence as on the date of the execution of the lease agreement dated 8 March 2019. Mr. Godbole would submit that the Lease Deed is fabricated with a view to avoid eviction of Brice from the suit premises and for grabbing the same.

9) Mr. Godbole would further submit that Plaintiff has secured possession of the suit premises through license granted in his favour by Defendant –Melronia and he must handback possession thereof on expiry of license. That mere filing of and pendency of LD Suit No.80 of 2022 cannot be a reason for Plaintiff to hold on to the possession of the suit premises. That the Competent Authority has rightly appreciated this position while allowing the eviction application and that the Revisional Authority has rightly rejected Plaintiff's Revision Application. That the Leave and License Agreement is executed in favour of Brice and Plaintiff is entitled to seek recovery of possession from Brice in accordance with valid

eviction order passed by the Competent Authority under provisions of Section 24 of the MRC Act. That the Plaintiff has no semblance of right in his individual capacity in respect of the Suit premises and has filed totally baseless Suit for frustrating the eviction order passed against Brice. Mr. Godbole would accordingly pray for dismissal of Revision Application as well as the Writ Petition.

10) Rival contentions of the parties now fall for my consideration.

11) It must be observed at the outset that the proceedings before this Court present a unique conundrum. Brice secured 'license' in respect of the suit premises w.e.f. 20 June 2018 and accordingly Plaintiff in his capacity, as director of Brice got 'possession' thereof. However, Plaintiff claims execution of Lease Deed in his favour on 8 March 2019 and claims right to retain possession in his individual capacity (not as a director of Brice) for a period of $30 + 25 = 55$ years in accordance with the Lease Deed. Thus, there are two claims in respect of the same flat. The alleged right of Brice in respect of the suit premises emanate out of registered Leave and License Agreement dated 19 June 2018, whereas Plaintiff's alleged right to remain in possession of the suit premises emanate out of alleged Lease Agreement dated 8 March 2019. However, both –Brice and Plaintiff, are ultimately the same person when it comes to occupation of the suit premises. This is clear from the fact that the Revision Application of Plaintiff and Writ Petition of Brice is being prosecuted through same set of advocates. Plaintiff-Ganesh Chukkal is wearing the hat as director of Brice. Thus, what is effectively done by Plaintiff- Ganesh Chukkal in present case is to secure license in respect of the suit premises through Leave and License Agreement dated 19 June 2018

executed in favour of his company –Brice. However, when it comes to vacating the suit premises after expiry of license, Plaintiff conveniently relies on an alleged Lease Deed dated 8 March 2019 and seeks protection of his possession in respect of the suit premises through L.D. Suit No.80 of 2022.

12) At one point of time there were conflicting orders of Competent Authority and Small Causes Court relating to same premises. The Competent Authority passed eviction order against Brice on 23 November 2021 entailing ouster of not only Brice but also its director- Ganesh Chukkal from the suit premises. The said eviction order passed by the Competent Authority on 23 November 2021 came to be confirmed by the Revisional Authority on 14 June 2022. However, execution of eviction order passed by the Competent Authority, as upheld by the Revisional Authority, got halted on account of order of interim injunction passed by the Small Causes Court on 30 September 2022 in L.D. Suit No.80 of 2022 instituted by the Plaintiff by relying on the alleged Lease Deed dated 8 March 2019. This is how conflicting orders operated during the period from 30 September 2022 till the interim injunction was finally vacated by the Appellate Bench on 30 January 2024. As of today, there is no fetter on execution of the eviction order passed by the Competent Authority against Brice, which would obviously entail even Plaintiff's ouster from the suit premises. This is a reason why the proceedings present a unique conundrum where Brice's license has come to an end whereas Plaintiff's alleged lease continues to subsist.

13) The conundrum may appear to be unique, but the solution, in my view, is simple. For resolution, it is necessary to trace the manner of entry of Brice/Plaintiff in the suit premises. There can

be no dispute to the position that Plaintiff secured entry into the suit premises wearing hat as director of Brice through registered Leave and License Agreement dated 19 June 2018. The registered Leave and License Agreement dated 19 June 2018 is executed between the HGP (before its merger with Defendant –Melronia) and Brice. On behalf of Brice, the agreement is signed by Plaintiff in his capacity as director of Brice. By that agreement, license was granted in favour of Brice to occupy the suit premises for a period of 36 months commencing from 20 June 2018 and ending 19 June 2021 on monthly license fees of Rs.2,55,000/- per month, in addition to security deposit of Rs. 15,30,000/-. The agreement provided for increase in the amount of license fees @5% on completion of every 12 months period. There is no dispute to the position that Brice paid security deposit of Rs. 15,30,000/- to Defendant and thereafter continued paying license fees under the agreement for some time. This is how Plaintiff secured entry into the suit premises in his capacity as director of Brice. Entry of Plaintiff in the suit premises is not through the alleged Lease Agreement dated 8 March 2019. Therefore, even if Plaintiff's case of valid execution of Lease Agreement dated 8 March 2019 is to be momentarily believed, he has admittedly not secured possession of the suit premises through the alleged Lease Agreement. Since the possession is secured through License Agreement, the possession must be restored to the Licensor on termination of license. This is the limited remit of enquiry under Section 24 of the MRC Act. In my view therefore, the Competent Authority has rightly passed order for eviction of Brice on 23 November 2021 and the Revisional Authority has correctly dismissed Revision Application filed by Brice.

14) So far as Plaintiff's L.D. Suit No.80 of 2022 is concerned, the same cannot be used for the purpose of protecting possession

secured through Leave and License Agreement. There are two separate and independent machineries about transactions of license and lease. Since possession is secured through license, the same would be governed by the machinery under Section 24 of the MRC Act and the same cannot be protected through the machinery of Suit filed before the Small Causes Court. As and when Plaintiff succeeds in L.D. Suit No. 80 of 2022, he can secure possession of the suit premises on the strength of alleged lease agreement dated 8 March 2019. However, the machinery of Suit filed before the Small Causes Court based on alleged lease agreement cannot be misused for protecting possession secured through Leave and License Agreement, for which machinery under the provisions of Section 24 of the MRC Act is applicable.

15) Even otherwise Plaintiff's case of execution of Lease Agreement dated 8 March 2019 in his favour appears to be highly doubtful at this stage. Firstly, HGP is described as Lessor in the Lease Agreement when HGP had lost its existence on account of its merger with Melronia by order of the National Company Law Tribunal (NCLT) dated 24 August 2018. Therefore, a non-existent entity could not have executed the alleged Lease Deed in favour of Plaintiff on 8 March 2019. Secondly, it is Defendant's case that a director /authorized signatory, who is shown to have signed the Lease Agreement on 8 March 2019 was not in the Country on the day of execution of the alleged Agreement. Thirdly, the alleged Lease Agreement is unregistered document not effecting creation of any right in Plaintiff's favour. Obviously, these are all triable issues. However, suffice it to observe at this stage that there was no reason for Defendant to execute Lease Agreement in favour of Plaintiff free of cost granting lease of 30+25 = 55 years without payment of any consideration when it was receiving license fees of Rs. 2,55,000/- per

month from 20 June 2018, which was about to rise to Rs. 2,67,750/- within one year. It appears highly improbable that Defendant, who had executed registered Leave and License Agreement in favour of Brice and who was entitled to receive license fees of Rs. 2,55,000 or Rs.2,67,750 would agree to grant license for 55 years in favour of Plaintiff without receiving any monetary consideration.

16) The plea of Plaintiff that the Lease Agreement dated 8 March 2019 is executed by Defendant in view of covenants of Agreement dated 19 February 2004 also appears to be highly unbelievable at this stage. If the agreement dated 19 February 2004 was to be followed with Lease Agreement dated 8 March 2019, the story woven by Plaintiff could have been believed. However, the two transactions of Agreement dated 19 February 2004 and Lease Agreement dated 8 April 2019 are interrupted by execution of Leave and License Agreement dated 19 June 2018. It is not that Leave and License Agreement dated 19 June 2018 was executed merely for facilitating Plaintiff's entry in suit premises and that he continued occupying the premises free of cost till execution of Lease Agreement dated 8 March 2019. Brice went on paying hefty license fees of Rs.2,55,000/- after execution of Leave and License Agreement and further made a deposit of Rs.15,30,000/- with Defendant. It therefore, appears highly improbable at this stage that Plaintiff, who was to secure constructed premises admeasuring 4,000 sq.ft. under Agreement dated 19 February 2004 and who was expecting ownership of the suit premises free of cost, would pay monthly license fees of Rs. 2,55,000/- and security deposit of Rs.15,30,000/- to Defendant. Therefore, though the impugned orders can be upheld only on account of the factum of the Plaintiff's entry into the suit premises through the Leave and License Agreement, scrutiny of Plaintiff's case in L.D.

Suit No.80 of 2022 does not show existence of prima facie case for securing order of temporary injunction.

17) Plaintiff is also found to be approbating and reprobating and changing stands as per his convenience. Though he secured possession of the suit premises as director of Brice and opposed eviction proceedings before the Competent Authority by relying upon the Agreement for Lease allegedly executed in his favour, in his Suit, he conveniently contended that the eviction order passed by the Competent Authority is against another entity (Brice) and does not bind him.

18) The Trial Court has grossly erred accepting the conflicting stand in the Suit while granting order of temporary injunction in favour of Plaintiff by recording following perverse findings:

29. Plaintiff has mainly relied upon the lease deed executed between himself in personal capacity and M/s. HGP Community dt. 8.3.2019. It is pertinent to note that in the said lease agreement reference is given to the previous agreement dt. 19.2.2004 executed between present plaintiff and Lake View Developers. As per the said lease deed, the period is of 30 years commencing from 1.4.2020 and it is extensible for further period of 25 years at the option of the plaintiff. It is pertinent to note that leave and licence agreement was executed between Brice Infrastructure and not by the plaintiff in his personal capacity. Though the leave and license agreement is terminated and Competent Authority passed order directing the Brice Infrastructure to vacate the suit premises but plaintiff possession is protected as per the lease deed. The objection by the defendant that no such agreement was executed between them is the question of trial which will require evidence of both parties and if meantime by taking advantage of the order passed by the Competent Authority, defendant proceeds to evict the plaintiff from the suit premises which is used for residential purpose then grave harm and prejudice will be caused to the plaintiff and therefore prima facie case and balance of convenience lies in favour of plaintiff and plaintiff would suffer irreparable loss which cannot be compensated in terms of money, hence application is liable to be allowed, hence I answer point no. 1 to 3 in affirmative and proceed to pass the following order:

1. Application is allowed.

2. Defendant itself or anybody claiming through is restrained from interfering with the possession of the plaintiff towards the suit property till the disposal of the suit.
3. No order as to costs.

19) To my mind, the above findings recorded by the learned Judge of the Small Causes Court while granting temporary injunction in favour of Plaintiff appear to be preposterous. The learned Judge failed to appreciate a systematic attempt on the part of the Plaintiff to grab the suit premises, entry into which is secured by him through registered Leave and License Agreement. The Trial Court ought to have appreciated the fact that Plaintiff is seeking to misuse the machinery of Small Causes Court for the purpose of halting the order passed by the Competent Authority under the provisions of Section 24 of the MRC Act. The Trial Court ought not to have come to the aid of Plaintiff in the facts and circumstances of the present case. The Appellate Bench of the Small Causes Court has rightly reversed the perverse order passed by the learned Judge of the Small Causes Court. The Appellate Bench has rightly appreciated the fact that apart from doubts about genuineness of Lease Deed, the same is ultimately an unregistered document not effecting transfer under provisions of Section 107 of the Transfer of Property Act, 1882 read with Section 49 of the Registration Act, 1908. The Appellate Bench has correctly appreciated that Plaintiff's induction in the suit premises is through License Agreement dated 19 June 2018 and it was obligatory on him to vacate the premises upon expiry /termination of license. The Appellate Court has correctly appreciated that the Plaintiff brought in L.D. Suit No.80 of 2022 with a view to frustrate eviction order passed by the Competent Authority. I therefore, do not find any palpable error in the order passed by the

Appellate Bench of the Small Causes Court for warranting exercise of revisional jurisdiction under Section 115 of the Code.

20) Resultantly, the Civil Revision Application No.96 of 2024 as well as Writ Petition No.1847 of 2024 fail and are accordingly **dismissed**. Needless to clarify that observations made by this Court shall not affect the Trial Court while deciding the L.D. Suit No.80 of 2022.

[SANDEEP V. MARNE, J.]

21) After the order is pronounced, Mr. Sakhare would pray for continuation of statement made on behalf of Defendant in Writ Petition No.1847 of 2024 on 14 February 2024. Request is opposed by Mr. Godbole. Considering the facts and circumstances of the present case where entry of Plaintiff/ Brice in the suit premises is through the Leave and License Agreement, tenure of which has already expired, Plaintiff has no right to remain in occupation of the suit premises. In that view of the matter, request for continuation of statement made on behalf of Defendant on the first day of hearing of Writ Petition No.1847 of 2024 when the Civil Revision Application was mentioned out of turn and Plaintiff was apprehending execution of eviction order on the following day, cannot be continued any further. Respondent is also not willing to continue the said statement any further, since continuation of statement has enabled Plaintiff to unlawfully occupy the suit premises for the last more than 8 months. The request for continuation of statement is accordingly rejected.

[SANDEEP V. MARNE, J.].