

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

CIVIL REVISION APPLICATION NO. 273 OF 2024

Avinash Ashok Jagdale }*Applicant*

: *Versus* :

Sudhakar Ganpati Katkar }*Respondent*

Mr. N.J. Patil *i/by. Mr. Akshay N. Patil, for the Applicant.*

Mr. Pradeep D. Dalvi, *for the Respondent.*

Coram : Sandeep V. Marne, J.

Dated : 15 July 2024.

P.C. :

- 1) The challenge in the present petition is to the order dated 2 March 2024 passed by the District Judge-2, Ichalkaranji in Regular Civil Appeal No. 15 of 2022 by which the Appeal filed by the Petitioner has been dismissed and the judgment and decree dated 22 February 2022 passed by the Joint Civil Judge, Junior Division, Ichalkaranji in Regular Civil Suit No. 135 of 2020 has been confirmed.
- 2) I have heard Mr. Patil, the learned counsel appearing for the applicant and Mr. Dalvi, the learned counsel appearing for the Respondent.
- 3) Having considered the submissions canvassed by the learned counsel appearing for the parties, it appears that Applicant's induction in the suit premises is through Leave and License Agreement dated 1 July 2012. There is no dispute to the position that no written license agreement is executed between the parties after expiry of the original license dated 1 July

2012, tenure of which was only 11 months. It is the case of the Applicant that parties had orally agreed to extend the license agreement till 2019. It is also the case of the Applicant that on 29 November 2014, the Respondent had agreed to sell the suit premises to the Petitioner for a consideration of Rs.22 lakhs and that such agreement was oral in nature. He would further submit that the entire amount of consideration as per the said agreement is already paid by the Applicant to the Respondent.

4) In my view, the suit was filed by the Plaintiff/Respondent for recovery of possession and for recovery of arrears of license fees on the strength of License Agreement dated 1 July 2012. It is not the case of the Applicant/Defendant that the tenure of the license still continues. In that view of the matter, no error can be traced in the decree passed by the Trial Court directing the Applicant/Defendant to handover possession of the suit premises to the Respondent/Plaintiff. If the Applicant/Defendant has come out with a case that there was oral agreement for sale or that he has become owner in respect of the suit premises, he will have to file appropriate proceedings seeking such a declaration. The *lis* between the parties in respect of Regular Civil Suit No. 135 of 2020 is only with regard to the recovery of possession on account of expiry of the license. I therefore do not find any error in the impugned decrees passed by the Trial and the Appellate Court. If the Applicant/Defendant desires to exercise remedy to seek a declaration of his alleged ownership in respect of the suit premises, he would be free to adopt such remedies, if available and entertainable in law. With the above observations, the Writ Petition is **disposed of**.

Sandeep V. Marne, J.

5) After the order is pronounced, Mr. Patil would pray for continuation of ad-interim order passed by this Court on 30 April 2024. Considering the reasons recorded in disposing of the petition, I am not inclined to extend the *ad-interim* order dated 30 April 2024. The request is accordingly rejected.

NEETA
SHAILESH
SAWANT

Digitally
signed by
NEETA
SHAILESH
SAWANT

Date:
2024.07.15
18:13:26
+0530

Sandeep V. Marne, J.