



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO. 6298/2023

Smt. Meera Tushid Wasnik .Vs. Shrawan Pandurang Nandkar and Ors.

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Mr. B. C. Chandrikapure, Advocate for petitioner.

Mr. P. A. Markandeywar, Advocate for respondent Nos. 1 to 3.

CORAM : ANIL L. PANSARE, J.

DATE : 08.08.2024

Heard.

2. The petitioner – tenant is aggrieved by the judgment dated 12.07.2023, passed by Ad hoc District Judge – 2, Nagpur in Regular Civil Appeal No.590/2017. The First Appellate Court has allowed the appeal and set aside the judgment and decree dated 09.01.2017 passed by learned Civil Judge Junior Division, Nagpur in Regular Civil Suit No.29/2014. The learned Trial Court had dismissed the suit. The First Appellate Court has overturned this decision and allowed the suit.

2. The respondents – landlord filed suit for eviction and possession on the ground of default committed by the petitioner – tenant in paying rent. The First Appellate Court has, in paragraph 13, noted various instances where the petitioner failed to pay/deposit rent regularly before the Court in terms of Section 15(3) of the Maharashtra Rent Control Act, 1999, which reads thus:

“15. No ejectment ordinarily to be made if tenant pays or is ready and willing to pay standard rent and permitted increases.

(1) & (2)

(3) *No decree for eviction shall be passed by the court in any suit for recovery of possession on the ground of arrears of standard rent and permitted increases if, within a period of ninety days from the date of service of the summons of the suit, the tenant pays or tenders in court the standard rent and permitted increases then due together with simple interest on the amount of arrears at fifteen per cent per annum; and thereafter continues to pay or tenders in court regularly such standard rent and permitted increases till the suit is finally decided and also pays cost of the suit as directed by the court."*

3. As could be seen, not only the tenant is under obligation to deposit the arrears of rent but also to tender in the Court regularly the amount of standing rent and permitted the increase till the suit is finally decided.

4. In the present case, the petitioner has repeatedly failed to deposit the rent before the Trial Court.

5. In that view of the matter, the First Appellate Court was fully justified in arriving at a conclusion that the petitioner failed to comply the requirement as stipulated under Section 15 (3) of the Act of 1999. No interference is called for in the impugned judgment. The writ petition is accordingly dismissed. No order as to costs.

(Anil L. Pansare, J.)