



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

WRIT PETITION NO.1621 OF 2024

[Rohidas S/o Vyankatesh Chandewar **VERSUS** State of Maharashtra, through
Secretary, Tribal Development Department, Mantralaya, Mumbai and others]

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

Court's or Judge's order

Shri A.S. Siddiqui, Counsel for Petitioner.

Ms S.S. Jachak, Assistant Government Pleader for Respondents.

CORAM : NITIN W. SAMBRE AND ABHAY J. MANTRI, JJ.

DATE : 5th JULY, 2024

P.C. :

1. Heard.
2. By consent of the learned counsel appearing for the parties, the petition is taken up for final disposal at the stage of admission.
3. The petitioner, who is a landlord, is claiming that direction be issued to the respondents to pay the rent amount of Rs.3,95,152/- with interest at the rate of 18% per annum for a period from 1-4-2020 till the period of agreement, i.e. 30-6-2022.
4. It is not in dispute that the premises of the petitioner were taken on rent for Girls' Hostel by the respondent-Tribal Development Department and accordingly rent agreement was executed, agreeing to pay the rent of Rs.36,200/- per month for the aforesaid period.

5. During Covid Pandemic, since the hostel premises were not occupied, the Government suggested that the negotiations be carried out with the land-owner and the rent be settled at 50% so as to overcome financial burden.

6. It appears that the petitioner was not in agreement with the Government and as such, the respondent-Tribal Development Department had vacated the premises of the petitioner on 31-12-2021. However, the rent to which the petitioner was entitled was not paid to him.

7. In this background, it is the contention of Shri A.S. Siddiqui, learned counsel for the petitioner, that the petitioner is entitled for the release of payment of rent at the rate of Rs.36,200/- for a period from the date of the agreement till the same is due and payable.

8. As against above, Ms S.S. Jachak, learned Assistant Government Pleader, has invited our attention to the various communications issued to the petitioner by the Project Officer, Integrated Tribal Development Project, thereby asking the petitioner to agree for 50% of the rent in lieu of the building being not occupied by the respondent-Tribal Development Department during Covid Pandemic. According to her, the petitioner can be advised to go for alternate remedy of filing a suit for recovery of rent. As such, she has prayed for dismissal of the petition.

9. We have considered the rival claims.

10. The agreement executed between the petitioner and the respondent-Tribal Development Department on 1-7-2019 is not a fact in dispute. The validity of the agreement for occupying the premises of the petitioner was up to 30-6-2022 from 1-7-2019. It is the case of the petitioner that the rent at the rate of Rs.36,200/- was paid up to 30-4-2020 and subsequent thereto, the rent was not paid till the conclusion of the agreement and the premises were abruptly vacated on 31-12-2021.

11. The fact of agreed rent to be paid to the petitioner can be inferred from the order dated 15-2-2021 issued by the Additional Commissioner, Tribal Development.

12. Even if the respondents had an intention not to use the premises because of Covid Pandemic, however, they have chosen not to immediately cancel the rent agreement and continue the same till 31-12-2021 without vacating the premises.

13. In this background, we are of the view that the respondents, in such an eventuality, ought not to have behaved like a private tenant, thereby not paying the agreed rent to the petitioner.

14. That being so, we direct the respondent No.2-Commissioner, Tribal Development, to delve upon the controversy in the aforesaid background and

communicate to the petitioner his decision about the payment of rent pursuant to the agreement dated 1-7-2019 at the rate of Rs.36,200/-, as the premises were vacated by the respondents i.e. on 31-12-2021.

15. Let the aforesaid decision be communicated by the respondent No.2-Commissioner, Tribal Development, upon hearing the petitioner within a period of eight weeks from today.

16. The petitioner to appear before the respondent No.2-Commissioner, Tribal Development, on 1-8-2024.

17. The petition stands partly allowed in the aforesaid terms. No costs.

(ABHAY J. MANTRI, J.)

(NITIN W. SAMBRE, J.)