

C.O. 583 of 2025

M/s. Liliun Realcon LLP
-versus-
Devendra Kumar Singhania & Ors.

Mr. Rahul Karmakar
Mr. Aditya Kanodia
Ms. Shreya Trivedi
... for the petitioner

The opposite party no.1 herein filed a suit for declaration that he is a bonafide tenant in respect of the B Schedule property and for a mandatory injunction directing handing over a possession of the ground floor i.e. the tenanted portion and for permanent injunction restraining the defendants from creating any third party interest during the development of the schedule tenanted room.

It is the case of the opposite party no.1 herein that he handed over possession of the tenanted premises to the defendant/petitioner herein on 29th December, 2017 for the purpose of reconstruction of the suit premises being A Schedule property and the developer/the petitioner herein undertook to restore the possession of the suit premises by 48 months from the delivery of possession in default, the

petitioner will be liable to pay Rs. 1,00,000/- per months for the delay to the tenant. The petitioner herein is contesting the suit by filing a written statement.

In paragraph 14 of the said written statement the petitioner has admitted that he has undertaken construction and/or rebuilding and the agreement dated 29th December, 2017 was terminated and cancelled and relinquished on 29th March, 2023 by the plaintiff.

The opposite party no.1 herein filed an application praying for a direction upon the petitioner herein to produce the sanctioned plan and the demarcated area of the tenants with the proposed building along with demarcated area of the plaintiff. Such application was allowed by the learned trial judge. Being aggrieved the petitioner has approached this Court.

Mr. Karmakar, learned advocate appearing for the petitioner submits that the petitioner has relinquished his tenancy right and has handed over possession of the suit premises and, therefore, the petitioner could not have been directed to produce the sanctioned plan of the suit premises. Whether there was an agreement between the parties with regard to restoration of possession in favour of the petitioner after

reconstruction or that the plaintiff/opposite party no.1 herein relinquished his tenancy right has to be decided at the time of trial of said suit.

However, considering the fact that the opposite party no.1 claims that there was an agreement for restoration of possession, this Court is of the considered view that the direction passed by the learned trial judge upon the petitioner to produce the sanctioned plan cannot be interfered with by this Court.

Mr. Karmakar, learned advocate appearing for the petitioner submits that since the opposite party no.1 has relinquished the tenancy right in the sanctioned plan no demarcated portion insofar as the opposite party no.1 is concerned has been indicated in the sanctioned plan.

Be that as it may, the petitioner shall comply with the direction passed by the learned trial judge directing production of the sanctioned plan within the time limit that has been allowed by the learned trial judge. After the sanctioned plan is produced, the learned trial judge shall pass orders accordingly after hearing the learned advocates for the respective parties.

Accordingly, C.O. 583 of 2025 stands disposed of.

No order as to costs.

Urgent certified photocopy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

(Hiranmay Bhattacharyya, J.)