



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 6810 OF 2022

Sakharam @ Subhash Baburao Dewade,
Age: 50 years, Occ.: Service,
R/o. Advocate Bogawat Chal, Kothi,
Station Road, Ahmednagar.

....Petitioner
[Original Defendant]

VERSUS

Ashokkumar Uttamchand Bogawat,
Age: 75 years, Occu. Agri.,
R/o Khista Galli, Ahmednagar,
Tq. Dist. Ahmednagar

.....Respondent
[Original Plaintiff]

Appearance :

Mr. V. P. Latange, Advocate for the Petitioner

Mr. V. S. Bedre, Advocate for Respondent

CORAM : NEERAJ P. DHOTE, J.
RESERVED ON : 18th November, 2025
PRONOUNCED ON : 8th December, 2025

FINAL ORDER :

1. This Writ Petition under Article 227 of the Constitution of India is directed against the Judgment and Order dated 07/10/2017, passed by the learned 8th Joint Civil Judge, Junior Division, Ahmednagar, in Regular Civil Suit (RCS) No.612/2011, allowing the Suit for recovery of arrears of rent and possession of tenanted premises AND the Judgment and Order dated 11/03/2022, passed by the learned District Judge—

9, Ahmednagar, in Regular Civil Appeal (RCA) No.288/2017, maintaining the said decision and dismissing the Appeal of the Tenant.

2. The Petitioner is the Original Defendant and the Tenant. The Respondent is the Original Plaintiff and the Owner of the tenanted premises, which is specifically referred in the Complaint and the impugned Judgments. The Suit was contested by the Petitioner by filing Written Statement. The learned Trial Court framed the necessary issues and on the basis of the evidence on record, decreed the Suit. The first Appellate Court, on the basis of the material available on record, dismissed the Appeal.

3. Heard the learned Advocate for the Petitioner and the learned Advocate for the Respondent.

4. It is submitted by the learned Advocate for the Petitioner that, the Suit was filed only on the ground of default in paying the rent. He submits that, the only contention at this stage is that, whatever amount the Petitioner had spent on the repairs of the tenanted premises be adjusted against the arrears of rent. He submits that, the Appeal be allowed to that extent.

5. It is submitted by the learned Advocate for the Respondent that, there are concurrent findings by both the Courts. He cited the Judgment in **Babulal Fakirchand Agrawal Vs. Suresh Kedarnath Malpani and Others; 2017 (4) Mh.LJ 406**, in support of his contention that, in order to claim protection from eviction, the Tenant must satisfy all the necessary conditions in respect of payment of rent and show the readiness and willingness to pay the rent. The Petitioner did not deposit the amount towards rent before the Court.

6. Perused both the Judgments. The learned Trial Court framed the necessary issues on the basis of the pleadings of the parties and on considering the material on record, decreed the Suit. The first Appellate Court framed the proper points for determination and maintained the Judgment of the learned Trial Court. It is clear that, the RCS was filed for recovery of possession on the ground of arrears of the rent. For seeking the relief of deduction of the expenses incurred by the Tenant for repairs of the tenanted premises from the rent, the relevant provision from the Maharashtra Rent Control Act, 1999 is Section 14(2), which reads as under :

“14. Landlords’ duty to keep premises in good repair

(1)

(2) If the landlord neglects to make any repairs, which he is bound to make under sub-section (1), within a reasonable time after a notice of fifteen days is served upon him by post or in any other manner by a tenant or jointly by tenants interested in such repairs, such tenant or tenants may themselves make the same and deduct the expenses of such repairs from the rent or otherwise recover them from the landlord:

7. There is only pleading in the Written Statement that, the Landlord had told the Tenant to get the tenanted premises repaired at his expenses and the same would be adjusted in the rent. However, there is nothing to show that, the Petitioner had given the notice to the Landlord before carrying out the repairs, as contemplated in the aforesaid provision. In absence of the compliance of the aforesaid provision by the Petitioner, I am afraid that, the contention of the learned Advocate for the Petitioner regarding adjustment of the arrears of the rent can be accepted. The answer is 'No'. Except this, no ground is raised at the time of hearing of the Petition. As the said ground fails, the Writ Petition is liable to be dismissed. Hence, the following order :

ORDER

[I] Writ Petition stands dismissed.

[NEERAJ P. DHOTE, J.]