



**IN THE JUDICATURE OF HIGH COURT AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 11493 OF 2025

Miraz Ahmed Baig s/o Miraz Mahemood Baig

VERSUS

The State of Maharashtra and Others

...

Advocate for Petitioner : Mr. A. P. Piratwad

AGP for Respondent-State : Mr. P. D. Patil

Advocate for Respondents No.2 to 7 : Mr. Mohsin Khan

...

CORAM : ARUN R. PEDNEKER, J.

Dated : December 10, 2025.

PER COURT :-

1. By the present Writ Petition, the petitioner challenges the order dated 29/07/2025 passed below Exhibit 51 in MARJI No.828 of 2020 by the learned Joint Civil Judge, Senior Division, Aurangabad, directing non-applicant No.3 to deposit an amount of Rs.20,571/- in Court towards the rent received by him. The Trial Court has further observed that entitlement to the said amount shall be decided at the conclusion of the proceedings.

2. The proceedings before the Trial Court arise out of MARJI No.828 of 2020, wherein respondent No.2 has sought issuance of a Letter of Administration in respect of the estate in the name of the deceased. During the pendency of the proceedings, the present respondent No.3 filed an application dated 01/02/2022 seeking issuance of a Letter of Administration in favour of respondent No.2. The petitioner objected thereto and contended that the Letter of Administration be issued jointly in favour of the petitioner and respondents Nos.2 and 3.

3. During the course of evidence, the respondents filed an application at Exhibit 51 alleging that respondent No.3 had executed a rent agreement dated 18/04/2024 in respect of a 3-BHK portion of the disputed property for a period of 11 months, under which he received rent of Rs.12,000/- per month and an advance rent amount of Rs.72,000/- for six months. It was therefore prayed that petitioner be directed to deposit the said advance amount of Rs.72,000/- along with monthly rent of Rs.12,000/- in Court from the date of the agreement.

4. The petitioner opposed the application by contending that the rent agreement was executed with the consent of respondents Nos.2 to 7, that the rent received was distributed among all of them, and that at the expiry of the agreement, the tenant would hand over vacant possession to the petitioner. It was therefore urged that the application deserved rejection.

5. The Trial Court, however, directed the petitioner to deposit rent to the extent of the purported share of respondent No.2, observing that the other respondents had not conceded to the proposal for deposit of rent. The learned Counsel for the petitioner submits before this Court that the petitioner has already been distributing rent among all the respondents, including respondent No.2, and therefore no such direction could have been issued. He further submits that the proceedings relate to issuance of

a Letter of Administration, which is summary in nature, and not a suit for partition. It is argued that the shares of the parties have not yet been determined and the Trial Court has erroneously calculated the amount of Rs.20,571/- as the share of respondent No.2.

6. Having considered the submissions, it is seen that the Trial Court has merely directed deposit of Rs.20,571/-, being the amount received by petitioner which is claimed as the share of respondent No.2. The petitioner himself contends that he has been distributing rent to all respondents including respondent No.2. In such circumstances, directing deposit of the same in Court, subject to the final adjudication of the proceedings, causes no prejudice to the petitioner. The order is discretionary in nature and is intended to safeguard the interests of the applicant pending final determination of respective rights of the parties.

7. In view of the above, no case is made out for interference with the impugned order. The Writ Petition therefore stands dismissed.

(ARUN R. PEDNEKER, J.)

vj gawade/-.