

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 6481 OF 2025

Paartha Sharathi

...Petitioner

Versus

Central Board of Directors
Reserve Bank of India & Ors.

...Respondents

**WITH
INTERIM APPLICATION (STAMP) NO. 19246 OF 2024
IN
WRIT PETITION NO. 6481 OF 2025**

- Mr. R. R. Nair, for Petitioner.
- Mr. Paartha Sharathi, Petitioner-in-person.
- Mr. S.U. Kamdar, Senior Counsel a/w Mr. Yashesh Kamdar, Mr. Parag Sharma, Ms. Aditi Phatak, Ms. Megha More, Ms. Saloni Chordia i/b BLAC Co., for Respondent Nos.1 and 2 – RBI.
- Ms. Kumkum Badgujar, Representative of RBI, present.

CORAM : MANISH PITALE, J.

DATE : 11th JUNE 2025.

ORAL JUDGMENT:

1. Heard the petitioner in person. It is found that the petitioner was appearing in person initially and thereupon an advocate from the legal aid panel was allotted to him, who also appeared for him on few occasions. It is brought to the notice of this Court the petitioner has now moved an application for permission to appear in person and in that light the advocate appointed through legal aid panel seeks discharge.

2. The advocate appointed through legal aid is discharged, and the

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petitioner is heard in person.

3. The principal grievance in the present writ petition is against the order dated 15th April 2025, passed by the Estate Officer under the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, (hereinafter referred to as “the said Act”), whereby the petitioner has been evicted from a residential premises of which he was in possession by virtue of being an Assistant General Manager with the respondent – Reserve Bank of India (RBI).

4. It is the case of the petitioner that the principles of natural justice have been violated by the Estate Officer while passing the impugned order, and it is further alleged that invoking the aforesaid Act itself in the facts and circumstances of the present case was not justified. In that context, the petitioner in person relied upon the provisions of the said Act, particularly definition of public premises in the context of a corporation or body owned or controlled by the Central Government. It was submitted that in the present case, the basic document being a leave and license agreement executed in favour of the RBI would show that no tenancy was created and that under the said document, the RBI had no right to sublet or create any further rights in the property, thereby indicating that the definition specified in Section 2(e)(2) (ii) would not cover RBI and therefore, the impugned order passed by the

Estate Officer is rendered completely without jurisdiction. It is submitted that therefore, this Court may consider allowing the writ petition and setting aside the impugned order.

5. On the other hand, Mr. Kamdar, learned senior counsel appearing for RBI submitted that the admitted position on facts is that the petitioner was occupying the subject residential flat by virtue of being an Assistant General Manager with the RBI and that his services was terminated on 22nd November 2024, as a consequence of which, RBI was constrained to initiate proceedings against him under the provisions of the said Act, as he failed to vacate the premises. It was impressed upon this Court that RBI requires the said premises for housing its employees.

6. In respect of the question of law sought to be raised on behalf of the petitioner, with reference to the definition of public premises under the provisions of the said Act in the light of the leave and license agreement, it was submitted that the user of the premises was certainly handed over to RBI under the leave and license agreement. Even though no tenancy was expressly created, so long as the RBI validly continues to use the premises, as against the petitioner it is entitled to invoke the provisions of the said Act. In support of the said contention, reliance was placed on judgment of the Division Bench of this Court in the case of **M. Mohammed and etc. Vs. Union of India & Ors.**¹

1 AIR 1982 Bom 443 (1982 SCC Online Bom 130)

It is submitted that the wide manner in which the Division Bench of this Court in the said judgment has construed the expression “public premises”, it is evident that the petitioner cannot succeed on the question of law sought to be raised in the present writ petition.

7. This Court has considered the rival submissions in the light of the relevant provisions of law and the documents on record.

8. Section 2(e) of the said Act defines public premises and the relevant portion of the same read as follows :

“2(e) “*public premises*” means -

- (1) *any premises belonging to, or taken on lease or requisitioned by, or on behalf of the Central Government, and includes any such premises which have been placed by that Government, whether before or after the commencement of the Public Premises (Eviction of Unauthorised Occupants) Amendment Act, 1980 (61 of 1980) under the control of the Secretariat of either House of Parliament for providing residential accommodation to any member of the staff of that Secretariat;*
- (2) *any premises belonging to, or taken on lease by, or on behalf of,—*
 - (i) *any company as defined in section 3 of the 3[the Companies Act, 2013 (18 of 2013)], in which not less than fifty-one per cent. of the*

paid-up share capital is held by the Central Government or any company which is a subsidiary (within the meaning of that Act) of the first-mentioned company;

- (ii) any corporation (not being a company as defined in section 3 of the [the Companies Act, 2013 (18 of 2013)], or a local authority) established by or under a Central Act and owned or controlled by the Central Government;*
- (iii) any company as defined in clause (20) of section 2 of the Companies Act, 2013 (18 of 2013) in which not less than fifty-one per cent. of the paid up capital is held partly by the Central Government and partly by one or more State Governments and includes a company which is a subsidiary (within the meaning of that Act) of the first-mentioned company and which carries on the business of public transport including metro railway.*
- (iiia) any University established or incorporated by any Central Act,];*
- (iv) any Institute incorporated by the Institutes of Technology Act, 1961 (59 of 1961);*
- [(v) any Board of Trustees or any successor company constituted under or referred to in the Major Port Trusts Act, 1963 (38 of 1963);]*
- (vi) the Bhakra Management Board constituted*

*under section 79 of the Punjab Reorganisation Act, 1966 (31 of 1966), and that Board as and when re-named as the Bhakra-Beas Management Board under sub-section (6) of section 80 of that Act, 2***.*

[(vii) any State Government or the Government of any Union territory situated in the National Capital Territory of Delhi or in any other Union territory,

(viii) any Cantonment Board constituted under the Cantonments Act, 1924 (2 of 1924); and]”

9. The petitioner in person has placed much emphasis on what he perceives as a distinction between the public premises as defined in the context of the Central Government and its definition in the context of any corporation established owned or controlled by the Central Government. It is claimed that in the present case, as we are concerned with leave and license agreement, wherein no tenancy has been created, plain reading of the said provision would show that the RBI in the facts of the present case cannot invoke the provisions of the said Act. Reliance was placed on certain judgments laying down the position of law that when the words of a statute are clear, they have to be given their natural meaning.

10. There can be no quarrel with the said proposition, but it needs to be appreciated that the aforesaid definition of public premises has come up for

consideration before this Court in various cases, including the case of **M. Mohammed and etc. Vs. Union of India & Ors. (supra)**, wherein the Division Bench of this Court has made certain observations, which are relevant for the present case.

11. While deliberating on the question of the purport of the expression “public premises”, it was observed as follows :

“22. *Assuming we are wrong in our aforesaid conclusions, we are of the view that there is no reason why the present premises should not fall within the expression “belonging to the Central Government” in the definition of “public premises” in S. 2(e) of the said Act. There is no doubt that the expression “belonging to” does not mean the same thing as “owned by”. The two expressions have two different connotations. The expression “belonging to” will take within its sweep not only ownership but also rights lesser than that of ownership. It must be remembered in this connection that the expressions used in the statute are to be interpreted and given meaning in the context in which they are used. The present Act has been placed on the statute book to give a summary remedy to the Government to evict persons in occupation of public premises to obviate the long ordeal of trial in a Civil Court and of further proceedings thereafter. Hence a wider meaning will have to be given to the expressions used in the Act for defining the concept of public premises. So viewed there is no reason why the premises of which*

possession for the time being vests in the Government and which are allotted by the Government to others while so in possession should not be held to be public premises.

In AIR 1965 SC 1923, (Mahomed Amir Ahmad Khan v. Municipal Board of Sitapur), the Supreme Court was called upon to consider the expression “belonging to me” used by the tenant in an application to the Compensation Officer under Act 26 of 1948 for the Rahabilitation of Rerugees. While commenting upon this in para 14 of the judgment the Court observed as follows:-

“Now to revert to paragraphs 2, 5 and 8 which the learned Judges considered amounted to a clear and unequivocal denial of the Government’s title, they referred in para 2 to the words ‘belonging to me’ as constituting a disclaimer of the tenancy and a repudiation of the landlord’s title. We do not agree that this is the only or proper construction which the words are capable of bearing. Though the word “belonging” no doubt is capable of denoting an absolute title, is nevertheless not confined to connoting that sense. Even possession of an interest less than that of full ownership could be signified by that word. In Webster ‘belong to’ is explained as meaning inter alia ‘to be owned by be the possession of’. The precise sense which the word was meant to convey can therefore be gathered only by reading the document as a whole and adverting to the context in which it occurs. ...

.. ..."

In Stroud's Judicial Dictionary at page 269 the word "belonging has been defined as follows:-

"Property 'belonging' to a persons, has two general meanings, (1) ownership. (2) the absolute right of user: 'A' road may be said, with perfect propriety to belong to a man who has the right to use it as of right, although the soil does not belong to him."

Therefore where a person has an absolute right to user i.e. right of user even against the owner. It can be said that the property belongs to him. It must be remembered that the absolute right of user is distinct from the possessory title which a person has against the whole world except the true owner. In the present case, in the first instance there is no dispute between the landlord and the Government that the Government is the monthly tenant of the premises in question. Secondly, even under the Bombay Rent Act, by virtue of Section 4(1) thereof, the Government's tenancy is protected. Therefore, it can legitimately be held that the Government has an absolute right of user of the premises in question. If this is so, then the premises can properly be said to "belong to" the Government. Since we have already observed that the expression "belonging to" does not merely include the right of ownership but also something less than that and since further the premises of which the absolute right of user vests in a person can be said to belong to him. The present premises will squarely be embraced by the definition of public premises within the meaning of the said Act.

We may usefully refer, in this connection, to two

authorities. In (1950) 52 Bom LR 688 : (AIR 1951 Bom 205), (*Laxmipat Singhania v. Larsen & Toubro Ltd.*), the facts were that the plaintiff had filed a suit for eviction against the defendants who were a Company to whom a portion of the building was let out. The plaintiff's predecessor had taken on lease the land from the Port Trust for constructing the building. After constructing the building, he had let out a portion of the same to the defendants. The question was whether the building belonged to the Port Trust or to the plaintiff. If it belonged to the Port Trust the Rent Court had no jurisdiction in view of S. 4(1) of the Bombay Rent Act. While holding that the building belonged to the plaintiff the Court observed as follows (at p. 209 of AIR) : -

“These decisions in my opinion establish that there may be in relation to property a dual ownership for a limited period of time: and it would be possible to say in such cases that even a person who was not the absolute owner but had a right of ownership limited to that period was a person to whom the property belonged. No doubt these cases related to moveable property; but I do not conceive that the principle is any different when we are dealing with immovable property. The tests as to whether for a limited period of time a temporary ownership has been created is according to the cases (1) whether there it a demise of the property, (2) whether there is full dominion and control over the property in the demisee and (3) whether the risk of the property falls on the demisee, or the absolute owner.

Applying these principles to the case of a lease of land together with the building for a limited period of time - Particularly a period as long as 99 years - it appears to me that if

the lease demises that land with the building and confers on the transferee full dominion and control over the property, the transferee taking the risk of the property, then, for that limited period, the lessee is the owner of the property and the property can be said to belong to him. Ownership is nothing more than a bundle of rights in relation to property. The aggregate of rights constitutes absolute ownership. It may be that during a stated period some of these rights are vested in one person and some in others. In the case of a lessor and a lessee such as we are considering, the lessee has the right of reversion which of course is not tangible immovable property, but an intangible thing. He has also a right of re-entry under the terms of the lease and he had further a right by covenant to claim the building upon termination of the lease or upon its determination in any other manner provided by the lease. With regard to all other rights in the property, these vest completely in the lessee for the limited period of time. It seems to be that it is the lessee who is under the circumstances the owner qua at any rate those to whom he has let or sublet such premises. It is consistent with dual ownership that qua the lessee it may be that the lessor is the owner of the property; and in any proceedings between the lessor and the lessee it would be possible to say that the premises belonged to the lessor and not to the lessee. That is not the case before me. The case here arises between the lessee and those to whom he had let the premises. I have no doubt in my mind that qua the defendants in these two suits the premises in suit belong to the plaintiff and to nobody else so long as the lease is subsisting. That being so, those premises are not excluded from the operation of the Bombay

Rents, Hotel and Lodging House Rates Control Act, and this Court has therefore no jurisdiction to entertain or try either of these suits”

In AIR 1977 Bom 220 (S. R. B. Kaikwad v. Union of India), what fell for consideration was the status of the Central Government as the lessee when the lease is determined and the Government becomes a statutory tenant under the Bombay Rent Act. While construing the meaning of public premises in this context, the Court observed as follows: -

“Even where the lease in favour of the Central Government is determined and the Central Govt, become a statutory tenant under the Bombay Rent Act, 1947 the premises do not cease to be public premises within the meaning of Section 2(e). The Act is not so much concerned with the title as with the possessory rights vested in the Central Government and Section 2(e) only indicates the sources by which such right to possession can be acquired, one such being, the taking of the premises on lease from its owner. The definition thus is descriptive of the source or origin of the possessory rights acquired by the Central Government. It is the continuance of the vesting of this possessory right in Government and not so much the origin thereof, that makes any premises, a public premises under the Act. The contract of lease, no doubt, gives rise to the estate and interest of the lessee in the property, bare right to

possession being only a part of such estate and interest. The determination of the lease, no doubt puts an end to the contract and such interest and the estate. However, provisions of the Bombay Rent Act afford some protection to the tenants against eviction and prevents such determination of lease from having its full effect. In spite of the determination of the lease and incapacity of the tenant and the landlord to enforce the terms of the contract, the ex-tenant actually happens to enjoy still, what once was the fruit and the product of the same contractual lease. In other words, the entire interest covered by the possessory right created by the contract does not come to an end with the determination of the lease but part of it, at any rate i.e., the bare right to remain in possession still survives and is protected by the Rent Act. The right to possession acquired by the Central Government under the lease on taking the same on lease, thus continues to exist and is protected, though the lease interest and the estate comes to an end. The premises do not cease to have been “taken on lease” as the phraseology is merely descriptive of how the possessory right originated. The loss of contractual security, and the substitution thereof by the cover of the protection under the Rent Act does not affect, at any rate, the kernel, i.e., the possessory right which also was the

creature of the contractual lease. It is difficult to see how the premises cease to be public premises when in spite of the determination of the lease, possessory right created thereunder continues to be vested in the Government.”

The aforesaid observations reinforce the conclusion that where a person has an absolute right to user i.e., the right or user even against the owner. It can truly be said that the premises belong to such person though he is not the owner of the same. In the present case and therefore, on the facts discussed earlier it can validly be held that the premises belong to the Central Government. Even assuming therefore that we are wrong in our conclusion that the premises are leased to the Central Government, the premises will be public premises within the meaning of the said Act and therefore the orders passed evicting the appellants are valid in law.”

12. The position of law laid down in the above quoted portion of the aforesaid judgment indicates that when the entity seeking to invoke the aforesaid Act has right of user of the premises in question, it would be entitled to invoke the provisions of the said Act. The law laid down in the above quoted portion of the judgment of this Court shows the widest amplitude given to the expression public premises, which even includes situations where the lease in a given case has been determined and the status of the concerned entity is reduced to a statutory tenant. Thus, such definition of the widest amplitude deserves to be applied to the facts of this case also.

13. The distinction sought to be canvased on behalf of the petitioner between the situation dealt with by the Division Bench of this Court in the said case and in the present case, on the basis of the leave and license agreement with which we are concerned herein, appears to be an artificial distinction and it cannot be the basis for holding in favour of the petitioner. This Court is of the opinion that the position of law laid down in the aforesaid Division Bench judgment of this Court applies with full force even to the facts of the present case and hence, the RBI is justified in invoking the provisions of the said Act. It would matter little that the leave and license agreement specifies that no tenancy has been created, simply for the reason that under the said document, the RBI has absolute right of user and it is entitled to enter the premises and use the same for its purposes. The petitioner herein, merely occupied the same by virtue of being in employment of the RBI as the Assistant General Manager. It is undisputed that his services stood terminated on 22nd November 2024 and he ceased to be an employee of RBI.

14. In such circumstances, respondent – RBI was justified in invoking the provisions of the said Act, leading to the impugned order dated 15th April 2025.

15. The petitioner has not been able to support his contention regarding violation of principles of natural justice, as he was put to notice and

he had sufficient opportunity to appear before the Estate Officer.

16. Therefore, there is no substance in the present writ petition and it deserves to be dismissed.

17. At this stage, the petitioner in person sought to raise various other contentions pertaining to his entitlement to subsistence allowance etc. The same would not fall within the framework of this petition. The petitioner is certainly entitled to raise such grievances before an appropriate forum in accordance with law. Such liberty is reserved for the petitioner.

18. In view of the above, the petition is dismissed.

19. Pending applications, if any, are also disposed of.

(MANISH PITALE, J.)