

... Applicants

... Respondent

Mr. Tejas Balsara with Mr. Aniket S. Nangare, for Applicants.
Mr. Anushman Deshmukh, for Respondent.

CORAM: N.J.JAMADAR, J.

DATE : 27 JUNE 2025

P.C.

1. Heard the learned Counsel for the parties.
2. The challenge in this Revision is to a judgment and decree dated 5 December 2024 passed by the learned District Judge, Pune, in RCA No.31 of 2020, whereby the appeal preferred by the Applicants – Defendants came to be dismissed, affirming the judgment and decree of eviction passed by the learned Judge, Court of Small Causes, Pune in Small Cause Civil Suit No.452 of 2015.
3. The Respondent – landlord instituted a suit for eviction asserting that the Defendants had committed default in payment of rent and the personal bonafide requirement of the landlord. It was, inter alia, asserted that the predecessor in title of the Respondent had let out two rooms out of the house property Madhu Vilas, situated at Kasba Peth, Pune, to the predecessor in

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title of the Defendants. The Respondent acquired the suit property under a registered Sale Deed dated 27 January 2015. A notice for attornment was issued on 5 February 2015. The Defendants committed default in payment of rent for the months of February to August 2015. Thus, a statutory notice was issued on 10 September 2015. Despite service of notice, the Defendants committed default in payment of rent.

4. Moreover, the Respondent who is a practicing Advocate, required the suit premises for his personal use. On account of paucity of the premises, the professional and personal life of the Respondent was being prejudicially impacted. It was further averred that the suit premises was not used for the purpose for which it was let out.

5. By a judgment and decree dated 4 November 2019, learned Judge, Court of Small Causes, was persuaded to answer issue of non-user in the negative. However, a decree of eviction was passed on the ground of default in payment of rent and personal bonafide requirement. The element of hardship was also answered in favour of the landlord.

6. Being aggrieved, the Applicants preferred an appeal being RCA No.31 of 2020. The Respondent – landlord also preferred a Cross Objection being aggrieved by the negative finding on the point of non-user. By the impugned judgment and order, the learned District Judge agreed with the view of the Trial Court and dismissed both the Appeal and the Cross Objection.

7. Mr.Balsara, learned Counsel for the Applicants would urge that the Trial Court as well as the Appellate Court have committed material irregularity in passing a decree of eviction. It was submitted that the Trial Court categorically recorded that the Applicants – tenants deposited the rent within the stipulated period, yet the issue of default in payment of rent was answered in favour of the landlord. Evidence on the aspect of personal bonafide requirement of the landlord was also not correctly appreciated, especially in the light of the material to show that there were other properties of the landlord. An endeavour was made to take the Court through the observations of the Trial Court and the Appellate Court and contrast the same with the evidence on record to draw home the point that there was gross error in the appreciation of evidence.

8. In paragraph No.46 of the judgment of the Trial Court, it was recorded that the Defendants had deposited the due amount of rent from February 2015 to August 2015, and, thereafter, continued to deposit the rent at the same rate. Therefore, no question of default arose, submitted Mr. Balsara.

9. I am afraid to accede to the aforesaid submission, as it constitutes a selective reading of the judgment of the Trial Court. The Trial Court has explicitly recorded that the relief against forfeiture was not available to the Defendants - tenants as the Defendants – tenants committed default in payment of interest @ 15% p.a. and costs. In paragraph 21 of the judgment,

the Trial Court has categorically recorded that on account of the default to pay interest within the stipulated period of 90 days on the due amount at the rate of 15% p.a., the Defendants were not entitled to protection against forfeiture. These are findings of facts based on objective material. Therefore, the endeavour of Mr. Balsara to urge that the Courts below erred in returning an affirmative finding on the ground of default, does not merit acceptance.

10. On the aspect of personal bonafide requirement as well, the Trial Court and the Appellate Court have found that the requirement of the landlord was both reasonable and bonafide. A separate office premises is a necessity for practicing Advocates. The evidence adduced by the landlord on the aspect of the requirement of the demised premises could not be impeached during the course of cross-examination. The Trial Court and the Appellate Court have applied the correct test of landlord being the best judge of his requirement and it is not for the tenant or the Court to dictate him as to how and in what manner he should use the premises. The element of greater hardship has also been correctly appreciated.

11. Therefore, this Court in exercise of the limited revisional jurisdiction does not find any justifiable reason to interfere with the concurrent findings of facts. Thus, the Revision Application deserves to be dismissed.

12. Hence, the following order :

ORDER

(i) The Revision Application stands dismissed.

(ii) However, by way of indulgence, three months time is granted to the Applicants- Defendants to handover clear and vacant possession of the suit property, subject to filing usual undertaking not to create third party rights and part with possession of the suit property, before this Court, within a period of four weeks from today.

(N.J.JAMADAR, J.)