

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO. 122 OF 2025

Woodland (Aero Club) Private Limited & Anr ..Applicants
Versus
Putcha Properties Pvt Ltd Through Assistant ...Respondent
Chairman Vikas V Waingnakar

WITH
INTERIM APPLICATION (ST) NO. 6518 OF 2025
IN
CIVIL REVISION APPLICATION NO. 122 OF 2025

Mr. Atul Damle, Senior Advocate, with Ajay Sharma,, Poonam Lao,
Chaitanya Jadhav and Mayuri Raut, i/b SC Legal, for the
Applicant.
Mr. Prasad Pathare, for the Respondent.

CORAM: N. J. JAMADAR, J.
DATED : 10th MARCH 2025

P.C.:

1. Heard Mr. Damle, learned Senior Advocate, for the applicants.
2. This revision application is preferred against an order dated 27th November 2024 passed by the Commercial Court at Thane, whereby an application preferred by the petitioner-defendant under Order VII Rule 11 (d) of the Code of Civil Procedure 1908 (“the Code”) came to be rejected.
3. The petitioner had filed an application for rejection of the Plaint on the ground that, the Agreement on the strength of which the Suit has

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been instituted is a Leave and Licence Agreement which is required to be compulsorily registered under the provisions of the Maharashtra Rent Control Act. Since the Agreement is not registered, the suit itself was not maintainable.

4. By the impugned order the learned District Judge was persuaded to reject the application recording a finding that the defendant has misconstrued the nature of the suit document as a Leave and Licence Agreement.

5. Mr. Damle, learned Senior Advocate for the applicant, invited attention of the Court to the recitals in the suit Agreement. It was submitted that from the tenor of the Agreement, read as a whole, it becomes evident that the Agreement is nothing but a Leave and Licence Agreement. By a selective reading of Clause 3 of the said Agreement, the learned District Judge has recorded a positive finding that the Agreement is not a Leave and Licence Agreement though an issue as to whether the suit is barred for non-registration of Agreement has already been framed.

6. Mr. Damle, placed reliance on the judgment of the Supreme Court in the case of **Bidyut Sarkar & Anr Vs Kanchilal Pal (Dead) Through LRs and Anr.**¹ to buttress the submission that if the document on the strength of which the suit is instituted is itself not admissible in evidence the suit is required to be dismissed at threshold.

1 2024 DGLS (SC) 959.

7. I have perused the material on record. There is a dispute about the character of the documents; whether it is a Leave and Licence Agreement which is required to be compulsorily registered under the Maharashtra Rent Control Act or a contract of another nature. Since the character of the document is put in contest the same can be legitimately adjudicated upon the evidence at the trial. However, the learned District Judge ought not to have recorded a categorical finding regarding the character of the document as issue about the bar to the suit on account of non- registration of the said document has been framed and is yet to be tried.

8. In view of the above, the Application stands disposed with a clarification that the issues of the character of the document and the bar to the suit on account of its non-registration shall be decided on their own merits and in accordance with law, without being influenced by any of the observations made by the learned District Judge in the impugned order.

9. By way of abundant caution it is further clarified that all issues are kept open for consideration and this Court also may not be understood to expressed any opinion about the character of the document.

10. Application disposed.

11. In view of the disposal of the civil revision application, the interim application also stands disposed.

[N. J. JAMADAR, J.]