



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO.3315 OF 2023

Tarun S/o Arun Raja Vs. Vijaykumar Shivnarayan Saraiyya

*Office Notes, Office Memoranda of
Coram, appearances, Court's Orders
or directions and Registrar's order*

Court's or Judge's Order

Mr. P. R. Agrawal a/w. Ms. S. A. Bhagat, Advocates for petitioner.
Mr. P. S. Raut, Advocate for respondent

CORAM : ROHIT W. JOSHI, J.

DATE : 24.11.2025.

. The present petition arises out of concurrent decrees for eviction passed against the present petitioner (tenant) and in favour of the present respondent (landlord).

2. The landlord had filed a suit for eviction against the tenant on account of failure on the part of the tenant to pay rent regularly in due course. It is not in dispute that the notice as contemplated under Section 15 of the Maharashtra Rent Act, 1999 was duly served on the tenant and despite service of notice arrears of rent were not cleared within the stipulated period of 90 days from the date of service of demand notice. It is further not in dispute that even after being served with the suit summons, the tenant did not clear the arrears of rent with interest at the rate of 15% per annum, as contemplated under Section 15, within a period of 90 days from the date service of summons.

3. It is the case of the learned Advocate representing the tenant that while the suit was pending an amount of Rs.20,560/- and further amount of Rs.5,000/- by way of

cheque was deposited with the learned Trial Court and as such the entire arrears were cleared while the suit was pending.

4. Assuming this to be correct, it is not in dispute that the arrears of rent were not cleared upon being served with demand notice under Section 15 within the stipulated period of 90 days and also within a period of 90 days from the service of suit summons on the defendant/tenant.

5. In that view of the matter, ground for eviction under Section 15 is clearly made out. Deposit of rent after the stipulated period of 90 days from the date of service of suit summons cannot be a ground to avoid decree for eviction under Section 15 of the MRC, Act.

6. As regards the contention that the suit property is located within a slum area and therefore the suit is barred under Section 22 of The Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, the learned Advocate for the respondent/landlord draws attention to slum notification which was proved during the course of evidence of witness from the Amravati Municipal Corporation, who was examined by the landlord.

7. Perusal of the slum certificate will indicate that Plot No.24 in Sheet No.55 is included in slum area. It is not in dispute that plot number of the suit property is 23. Thus, the defendant/tenant has failed to prove that the suit property is located within a slum area. It is also not in dispute that while the present petition is pending, the

structure has collapsed and decree for eviction has been already executed.

8. In view of the above, no case for interference is made out. Writ petition stands dismissed, with no order as to costs.

(ROHIT W. JOSHI, J.)

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