



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

CIVIL REVISION APPLICATION NO.153 OF 2025

Vinodkumar S/o Harakchand Halwadiya Vs. Indu D/o Lalluram Narwadiya

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

Court's or Judge's Order

Mr. A. K. Madane, Advocate for applicant.

CORAM : ROHIT W. JOSHI, J.

DATE : 16.12.2025.

. Heard.

2 The present Civil Revision Application is filed by the appellant-tenant, against whom a decree for eviction is passed under Section 15 of the Maharashtra Rent Control Act, 1999 (for short, "the Act"). The agreed rent for the suit property was Rs.1750/- per month. The landlord had issued two notices dated 20.06.2014 (Exh.45) and 30.11.2015 (Exh.46), calling upon the appellant-tenant to clear the arrears of rent from June 2013 and onwards. The said notice dated 30.11.2015 is deemed to be served on the appellant-tenant since it was returned with postal endorsement "unclaimed".

3. The respondent-landlord filed suit for eviction on 05.08.2016, after a period of 90 days from the date of service of demand notice. Thereafter, suit summons were served on the appellant-tenant and he entered appearance in the matter on 06.12.2016. The appellant/tenant tendered a cheque dated 25.01.2017

for an amount of Rs.81,200/- towards arrears of rent from May 2013 to December 2013. The date of cheque is within the period of 90 days from the date of service of suit summons. However, the said cheque was dishonored due to mismatch of signatures. There is a failure on the part of the appellant/tenant to clear the arrears of rent with simple interest @ 15% per annum within a period of 90 days from service of suit summons on him.

4. Both the learned Courts have held that the respondent-landlord had made out a case for eviction against the appellant-tenant under Section 15 of the Act. The findings recorded by both the learned Courts are findings of fact based on evidence on record. The fact that the arrears of rent were not cleared with 15% simple interest within a period of 90 days from the date of service of suit summons is also a matter of record. Likewise, it also appears from documents filed on record along with present revision application that on 08.09.2022, the appellant-tenant had made application seeking permission to deposit arrears of rent from 31.11.2019 to 30.09.2022, which clearly indicates that even after filing of the suit, the appellant-tenant was not depositing the rent regularly. The fact that the appellant was in arrears of rent from May, 2013 is duly proved. It is therefore apparent that the appellant-tenant was not regular in making payment of rent, he did not make payment of rent within a period of 90 days from the date of service of demand notice, he did not clear the arrears

of rent with interest @ 15% per annum within a period of 90 days from the date of service of suit summons and also did not deposit rent regularly with the learned Trial Court while the suit for eviction was pending.

5. Thus, all the ingredients of Section 15 of the Act, are squarely attracted in the undisputed facts of the case. The concurrent decrees for eviction passed against the appellant-tenant do not warrant any interference.

6. The Civil Revision Application is therefore liable to be rejected and is accordingly **rejected**.

(ROHIT W. JOSHI, J.)

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