IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 1095 OF 2026

Milind Uttam Pise and another .. Petitioners

Versus

Rajepeer Bkassar Deosthan Saheb
Akluj through its Vahivatdar
Ramkrishna Dattatray Lawand
and another .. Respondents

Shri Ajay A. Joshi, Advocate for the Petitioners.
Shri Mahesh V. Rawool, Advocate a/w Shri Neeraj N. Lavte, advocate for the Respondent Nos. 1 and 2.

CORAM : SHAILESH P. BRAHME, J.
DATE : 15TH OCTOBER, 2026.

FINAL ORDER :

. Heard both sides.

2. The petition is directed against interim fixation of rent of Rs. 3,500/- per month vide order dated 19.01.2026 passed below Exhibit 16 in Civil Misc. Application No. 26 of 2025 by the Joint Civil Judge Senior Division, Malshiras.

3. The tenants have filed this petition, who are let out a shop admeasuring 41.01 square meter equal to 442.32 square feet situated at Akluj. Initially it was let out by executing agreement in the year 1953 at the rent of Rs. 125/- per month. They

preferred application for fixation of standard rent along with application Exhibit 16 for interim rent. The claim is contested by the respondents – landlord on the ground that there is increase in annual rent value. After considering both sides, the interim rate is fixed at Rs. 3,500/- per month.

4. Learned counsel for the petitioners submits that the interim rent is exorbitant and it is not in consonance with Sec. 8 Sub Section 3 of the Maharashtra Rent Act (for the sake of brevity and convenience hereinafter referred as to the 'Act'). It is impermissible to adopt parameters of Sec. 11 of the Act to fix the interim rent. It is submitted that impugned order is perverse and based upon extraneous consideration.

5. Learned counsel for the respondents submits that the demised premises is at market place and in the heart of the city. The rent fetched in that area would be much more than fixed by the Court and no interference is called for.

6. I have considered rival submissions of the parties. It is brought to my notice that the respondents – landlord have preferred R.C.S. No. 372 of 2023 for eviction under various grounds under Maharashtra Rent Act which is pending. The matter pertains to fixation of interim rent. The parameters taken into account by the learned Judge for 4% increase in the rent can be borne from Sec. 11 of the Act. For fixing the standard rent the amount has to be arrived at to the satisfaction of the

Court considering overall circumstances and it has to be reasonable amount. I find that the application of the parameters stipulated in Sec. 11 of the Act are not prohibited to be applied. Considering overall circumstances of the matter, ends of justice would be met in fixing the rent at Rs. 2,000/- per month instead of Rs. 3,500/-.

7. Learned counsel for the petitioners has expressed his readiness to cooperate for expeditious disposal of R.C.S. No. 372 of 2023 filed by the respondents – landlord. In that view of the matter, I pass following order.

O R D E R

A. The writ petition is disposed of by substituting the impugned order by fixing the interim rent at Rs. 2,000/- per month.

B. The petitioners shall cooperate in expeditious disposal of the eviction suit. The Trial Court is requested to decide the suit for eviction expeditiously.

C. It is further directed that Civil Misc. Application shall be decided expeditiously and all points are kept open.

[SHAILESH P. BRAHME J.]

bsb/Oct. 26