

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 3036 OF 2026

Datta Raghunath Kathe and Anr ..Petitioners
Versus
Sneha Suhas Salvi and Anr ...Respondents

WITH
WRIT PETITION NO. 3037 OF 2026

Datta Raghunath Kathe and Anr ..Petitioners
Versus
Mangesh Keshav Salunkhe and Anr ...Respondents

Adv Jitendra H Oak, for the Petitioners in both Petitions.

CORAM: N. J. JAMADAR, J.
DATE : 7th APRIL 2026

P.C.:

1. Heard the learned Counsel for the Petitioners.
2. The challenge in this Petition is to an order dated 13th November 2025 passed by the learned Civil Judge, Senior Division, Kalyan, whereby the Applications for amendment in the Plaint came to be allowed.
3. The Respondents-Plaintiffs were initially seeking the relief of declaration that they were the tenants in respect of the suit premises and sought to restrain the Municipal Corporation from taking action pursuant to the notice issued by the Municipal Corporation under

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Section 268 of the Maharashtra Municipal Corporations Act, 1949. During the pendency of the said Suit, the Municipal Corporation has demolished the subject premises and the Plaintiffs have been dispossessed.

4. On account of the subsequent developments, the Respondents-Plaintiff sought to amend the Plaint and seek reliefs against the Petitioners, namely, to provide permanent alternate accommodation in the building to be constructed on the suit premises, and, in the alternative, till the alternate accommodation is made available to the Plaintiffs, Defendant Nos. 1 and 2 be directed to pay a sum of Rs.15,000/- per month, towards rent.

5. The learned Civil Judge was of the view that though the suit premises has been demolished by the Municipal Corporation and the Municipal Corporation has been deleted from the array of the Defendants, the nature of the Suit does not change. The demolition of the premises does not extinguish the rights of the plaintiffs in the premises.

6. The principal prayer in the suit is that of declaration that there has been a relationship of tenant and landlord between plaintiff and petitioner no. 1 – original defendant no. 2. Injunction was sought to restrain the Municipal Corporation – original defendant no. 1 from acting upon the notices under Section 268(1) of the Maharashtra

Municipal Corporation Act. During the pendency of the suit, the suit premises was demolished by the Municipal Corporation on 28th January, 2025.

7. In the aforesaid backdrop since the amendment was necessitated on account of the subsequent developments during the pendency of the suit, the learned Civil Judge was justified in allowing the Application for amendment. Destruction or demolition of leased property does not, *ipso facto*, extinguish the rights of the tenant. A useful reference in this context can be made to the judgment of Supreme Court in the case of ***Shaha Ratansi Khimji & Sons Vs. Kumbhar Sons Hotel Pvt. Ltd. & ors.***¹, wherein it was enunciated that, once the right of lease is transferred in favour of the lessee, the destruction of a house/building constructed on the leased property does not determine the tenancy rights of occupant which is incidental to the contract of the lease which continues to exist between the parties. Whether ultimately the Plaintiffs succeed or not is an altogether different matter.

8. Thus this Court is not inclined to interfere with the impugned orders.

9. Petitions stand dismissed.

[N. J. JAMADAR, J.]

1 (2014) 14 SCC 1