

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CIVIL APPELLATE JURISDICTION****CIVIL REVISION APPLICATION NO. 70 OF 2026**

Ashish Vasant Thorat

... **APPLICANT****: VERSUS :**

Pradeep Trimbak Dhake

... **RESPONDENT**

Ms. J.A. Sarkhot i/b. Ms. Devashree Raut, for the Applicant.

CORAM : SANDEEP V. MARNE, J.**DATED : 17 APRIL 2026.****P.C :**

1) The Revision Application is directed against the concurrent findings recorded by the Trial and the Appellate Courts on the issue of default in payment of rent and bonafide requirement. The Trial Court has decreed the Suit directing eviction of the Applicant from the suit premises. Both the grounds of eviction are concurrently upheld by the Appellate Court vide judgment and decree dated 24 November 2025, which is the subject matter of challenge in the present Revision Application.

2) I have heard Ms. Sarkhot, the learned counsel appearing for the Revision Applicant and have considered the submissions canvassed by her. I have gone through the findings recorded by the

Trial and the Appellate Courts. I have also perused the records of the case filed alongwith the Revision Application.

3) So far as ground of default in payment of rent is concerned, Plaintiff alleged that the Applicant-Defendant was in arrears of rent since July 2006. Plaintiff was required to serve a demand notice under the provisions of sub-section (2) of Section 15 of the Maharashtra Rent Control Act, 1999. The demand notice was duly served on the Defendant on 13 June 2007. However, the Original Defendant failed and neglected to pay arrears of rent to the landlord. This necessitated filing of R.A.E. & R. Suit No. 64/152 of 2008 by the Plaintiff on 22 February 2008. The suit summons was served on the Defendant on 5 March 2008. The Defendant, who had already committed default in payment of rent since July 2006 and who had failed to avail opportunity of clearing the arrears under sub-section (2) of Section 15, had one more opportunity to defeat the ground of default under sub-section (3) of Section 15 by depositing in the Court the entire arrears of rent alongwith interest @ 15% p.a. and costs of the suit within a period of 90 days from the date of service of suit summons. The statutory scheme of Section 15 is as under:

15. No ejectment ordinarily to be made if tenant pays or is ready and willing to pay standard rent and permitted increases.

(1) A landlord shall not be entitled to the recovery of possession of any premises so long as the tenant pays, or is ready and willing to pay, the amount of the, standard rent and permitted increases, if any, and observes

and performs the other, conditions of the tenancy, in so far as they are consistent with the provisions of this Act.

(2) No suit for recovery of possession shall be instituted by a landlord against the tenant on the ground of non-payment of the standard rent or permitted increases due, until the expiration of ninety days next after notice in writing of the demand of the standard rent or permitted increases has been served upon the tenant in the manner provided in section 106 of the Transfer of Property Act, 1882.

(3) No decree for eviction shall be passed by the court in any suit for recovery of possession on the ground of arrears of standard rent and permitted increases if, within a period of ninety days from the date of service of the summons of the suit, the tenant pays or tenders in court the standard rent and permitted increases then due together with simple interest on the amount of arrears at fifteen per cent per annum; and thereafter continues to pay or tenders in court regularly such standard rent and permitted increases till the suit is finally decided and also pays cost of the suit as directed by the court.

(4) Pending the disposal of any suit, the court may, out of any amount paid or tendered by the tenant, pay to the landlord such amount towards the payment of rent or permitted increases due to him as the court thinks fit.

4) In the present case, however, after service of suit summons on 5 March 2008, the Applicant-Defendant failed to avail the opportunity under Section 15(3). She neither appeared before the Court within a period of 90 days nor deposited the arrears of rent, interest and costs of the suit. She made appearance in the Suit only on 19 September 2010. After appearing in the Suit, she again remained negligent and failed to clear the arrears of rent. She thereafter filed application for permission to deposit rent upto March 2010 and it appears that the Court allowed her to deposit the arrears of rent. Thereafter, again the Applicant remained negligent

in terms of regularly depositing the rent and accordingly her defence was struck off on 1 May 2013.

5) Thus, in the present case, the Applicant-Defendant has committed multiple defaults in payment of rent as under :

- (i) She did not pay rent regularly and was in arrears of rent from July 2006 and had not paid rent for over one year requiring the landlord to issue demand notice dated 2 June 2007.
- (ii) She did not pay rent after receipt of demand notice.
- (iii) One more opportunity under Section 15(3) of the Maharashtra Rent Control Act was not availed by the Applicant by not depositing the arrears of rent, interests and costs within a period of 90 days of service of suit summons.
- (iv) Defendant was again found irregular in depositing the rent during pendency of the suit.

6) Under Section 15 of the M.R.C. Act, a tenant enjoys protection for eviction on condition of regularly paying the rent. Once it is found that the Defendant-tenant has defaulted in payment of rent, passing of decree for eviction becomes eminent. The Legislature has still provided two more opportunities to the tenant to clear the arrears of rent. In the present case, however, the Applicant-Defendant has failed to avail the said two opportunities.

Additionally, she was also found irregular in depositing the rent during pendency of the suit.

7) Considering the above position, in my view, the ground of default in payment of rent has rightly been upheld by the Trial and the Appellate Courts.

8) Since decree for eviction can be justified on the ground of default in payment of rent, it is not really necessary to consider the second ground of bonafide requirement. Nonetheless, it is seen that the Plaintiff came up with a case that he had family of about 25 members squeezed in the premises admeasuring only 500 sq.ft. On the other hand, Applicant-Defendant admitted that he was working as a Manager in a Private Company and residing in the suit premises with only three members. The Plaintiff thus came out with requirement of additional premises for residence of the family. It is well settled position that a tenant cannot question the need of the Plaintiff nor can dictate the terms to the Plaintiff. The bonafide requirement of the Plaintiff for residence of large family is concurrently upheld by the Trial and the Appellate Courts. The issue of comparative hardship has also gone in favour of the Plaintiff and against the Defendant-tenant. In my view therefore, there is no warrant for interference in the eviction decree even on the ground of bonafide requirement.

9) Considering the overall conspectus of the case, I am of the view that the concurrent findings recorded by the Trial and the Appellate Courts on the issue of bonafide requirement and default in payment of rent do not warrant any interference in exercise of revisionary jurisdiction of this Court under Section 115 of the Civil Procedure Code. Both the Courts have exercised jurisdiction vested in them. The Applicant is unable to demonstrate exercise of jurisdiction by the Courts with material irregularity. Therefore, no ground for exercise of revisionary jurisdiction is made out. Civil Revision Application is devoid of merits. It is accordingly **dismissed** with no order as to costs.

10) After the order is passed, Ms, Sarkhot, after taking instructions of Mr. Ashish Vasant Thorat-Applicant, who is present before the Court seeks time of one year to vacate the suit premises. She submits that the Applicant is residing alongwith his family in the suit premises and would require some time to scout for alternate premises. She submits that the Applicant shall file usual undertaking in this Court for vacation of suit premises within a period of one year.

11) Subject to the Applicant filing usual undertaking in this Court within a period of 2 weeks, the Applicant shall be permitted to occupy the suit premises for a period of one year from today.

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[SANDEEP V. MARNE, J.]