



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 5681 OF 2026

Vivek Ganesh Bharathi

...Petitioner

V/s.

Anjani Subhash Shah And Ors

...Respondent

Mr. Sanjiv Sawant *i/b Ms. Mona D. Vyas and Dr. Vivek G Bharathi and Ms. Rupali V. Upadhyay for Petitioner.*

CORAM: SANDEEP V. MARNE, J.

DATED: 28 APRIL 2026.

P.C.:

1) The Petition challenges order dated 24 February 2026 passed by Appellate Bench of Small Causes Court rejecting M.A.R.J.I Application No. 203 of 2025 for condonation of delay of 231 days in filing Revision. By order dated 26 June 2024 the learned Judge of the Small Causes has rejected Application taken out by Petitioner/Defendant at Exh-26 seeking recovery of amount of Rs. 3,19,389/- from Plaintiffs in respect of repairs to the Suit premises carried out in pursuance of order dated 15 October 2022.

2) I have heard Mr. Sawant, the learned counsel appearing for Petitioner and considered the submissions canvassed by him.

3) By order dated 15 October 2022 the Plaintiff was directed to carry out repairs to the Suit premises and in the event of Plaintiff's failure to carry out the repairs, Defendant was permitted to carry out the repairs. So far as cost of repairs incurred by the Defendant is concerned, the Court referred to provisions of Section 14(2) of the Maharashtra Rent Control Act, 1999 and directed that the expenses shall be adjusted against future rent liability in respect of the suit premises. This is clear from observations made by the Court in paragraph 7 of the order which reads thus:-

7. The suit has been filed on one of the ground of arrears of rent. Defendant has deposited arrears of rent recently as per Order passed below Exhibit-8. The repairs are yet to be carried out. Therefore, the prayer of defendant that the plaintiffs be directed to reimburse the repairs cost approximately Rs.1,55,000/- to the defendant cannot be granted. After completion of repairs the provision of section 14 (2) of M.R.C. Act regarding deduction of expenses of such repairs from the rent shall follow. Therefore, the application is liable to be partly allowed. Hence, the following order:-

4) Even paragraph 3 of operative part of the order also directed as under:-

3. If Plaintiffs failed to carry out said work within given period then Defendant is at liberty to carry out the same and after completion of such repairs, expenses of the repairs shall be deducted from future rent of the suit premises.

5) The Petitioner did not challenge order dated 15 October 2022, which has attained finality. In that view of the matter the Petitioner/Applicant could not have filed an Application for recovery of amount from Plaintiff. The amount of expenses incurred by the Defendant would be adjusted against rent liability of the Defendant in

respect of the Suit premises. In that view of the matter, filing of Application at Exh-26 itself was not required. I am therefore not inclined to interfere in the impugned order. The interest of Petitioner/Defendant is already protected by directing adjustment of rental liability against the amount of expenditure incurred for carrying out repairs to the Suit premises.

6) Writ Petition is accordingly **disposed of**.

[SANDEEP V. MARNE, J.]