

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO. 118 OF 2026

Satish Chimanlal Dedhia

..Applicant

Versus

Ramnik Manya Karia & Anr

...Respondents

Mr. Drupad Patil, i/b Cherin Lapashiya, for the Applicant.

Mr. Amogh A Singh, with Sarvesh K Dixit, for Respondent No.1.

Mr. D.R. Kawale, for Respondent No.2-MCGM.

CORAM: N. J. JAMADAR, J.

DATE : 17th MARCH 2026

ORDER:

1. Heard Mr. Drupad Patil, the learned Counsel for the Applicant, Mr. Amogh A Singh, the learned Counsel for Respondent No.1 and Mr. D.R. Kawale, the learned Counsel for Respondent No.2.

2. This Revision Application is directed against an order dated 22nd December 2025 passed by the learned Judge, City Civil Court, Mumbai in Notice of Motion No. 2313 of 2024, whereby the Notice of Motion taken out by the Applicant-original Defendant No.1 for rejection of the Plaint for non-disclosure of cause of action, and for the Suit being barred by the provisions in the Maharashtra Rent Control Act, 1999 ("the Rent Act, 1999") and Section 515A of the Mumbai Municipal Corporation Act, 1888 ("the MMC Act, 1888") and Section 149 of the ARS

Maharashtra Regional And Town Planning Act, 1966 (“the MRTP Act, 1966”), came to be dismissed.

3. Mr. Drupad Patil, the learned Counsel for the Applicant, submitted that the Applicant-Defendant is primarily pursuing the grounds of the suit before the City Civil Court being barred by the provision contained in Section 33 of the Rent Act, 1999, and the provisions contained in Section 515A of the MMC Act, 1888 and Section 149 of the MRTP Act, 1966, as the Respondent No.1-Plaintiff is seeking declaration that the act of Respondent No.2/Defendant No.2—Corporation of issuing Commencement Certificate dated 12th December 2023 is illegal and bad-in-law.

4. It was submitted that the suit essentially relates to the possession of the premises over which the Plaintiff claimed tenancy rights. Such a Suit, according to Mr. Patil, squarely falls within the remit of exclusive jurisdiction of the Court of Small Causes at Mumbai, in view of the provisions contained in Section 33 of the Rent Act, 1999 and Section 41 of the Presidency Small Cause Courts Act, 1882.

5. The position in law in regard to the jurisdiction exercised by the Court of Small Causes under Section 33 of the Rent Act, 1999 read with Section 41 of the Presidency Small Cause Courts Act, 1882, is fairly crystalised. The expression, “relating to the recovery of rent or possession of any premises” has received a wide connotation. Even

where the tenant seeks to protect the possession of the demised premises in the face of forcible eviction by the landlord or, after having been forcibly dispossessed by the landlord, seeks restoration of the possession, the suit would fall within the ambit of exclusive jurisdiction of the Court of Small Causes.

6. A useful reference in this context can be made to the judgment of the Supreme Court in the case of **Mansukhlal Dhanraj Jain and Ors Vs Eknath Vithal Ogale**,¹ wherein the import of the term “relating to” was expounded. It reads as under:

“14.

The words "relating to" are of wide import and can take in their sweep any suit in which the grievance is made that the defendant is threatening to illegally recover possession from the plaintiff-licensee. Suits for protecting such possession of immovable property against the alleged illegal attempts on the part of the defendant to forcibly recover such possession from the plaintiff, can clearly get covered by the wide sweep of the words "relating to recovery of possession" as employed by Section 41(1).

... ..

16. It is, therefore, obvious that the phrase “relating to recovery of possession” as found in Section 41(1) of the Small Causes Court Act is comprehensive in nature and takes in its sweep all types of suits and proceedings which are concerned with the recovery of possession of suit property from the licensee and, therefore, suits for permanent injunction restraining the defendant from effecting forcible recovery of

¹ (1995) 2 SCC 665.

such possession from the licensee plaintiff would squarely be covered by the wide sweep of the said phrase.”

7. It is equally well-settled that the jurisdictional fact, where it is alleged by one party and denied by the other that the provisions contained in Section 33 of the Rent Act, 1999 read with Section 41 of the Presidency Small Cause Courts Act, 1882 are attracted, is required to be determined by the Court before which that question is raised; be it ordinary Civil Court (for instance City Civil Court at Mumbai) or the Special Court (the Court of Small Causes at Mumbai). A profitable reference can be made to the following observations of the Supreme Court in the case of **Natraj Studios (P) Ltd Vs Navrang Studios and Anr²**:-

“18. Thus exclusive jurisdiction is given to the Court of Small Causes and jurisdiction is denied to other Courts (1) to entertain and try any suit or proceeding between a landlord and a tenant relating to recovery of rent or possession of any premises, (2) to try any suit or proceeding between a licensor and a licensee relating to the recovery of licence fee or charge, (3) to decide any application made under the Act and, (4) to deal with any claim or question arising out of the Act or any of its provisions. Exclusive jurisdiction to entertain and try certain suits, to decide certain applications or to deal with certain claims or questions does not necessarily mean exclusive jurisdiction to decide jurisdictional facts also.

2 (1981) 1 SCC 523.

Jurisdictional facts have necessarily to be decided by the Court where the jurisdictional question falls to be decided, and the question may fall for decision before the Court of exclusive jurisdiction or before the Court of ordinary jurisdiction. A person claiming to be a landlord may sue his alleged tenant for possession of a building on grounds specified in the Rent Act. Such a suit will have to be brought in the Court of Small Causes, which has been made the Court of exclusive jurisdiction. In such a suit, the defendant may deny the tenancy but the denial by the defendant will not oust the jurisdiction of Court of Small Causes. If ultimately the Court finds that the defendant is not a tenant the suit will fail for that reason. If the suit is instituted in the ordinary Civil Court instead of the Court of Small Causes the plaint will have to be returned irrespective of the plea of the defendant. Conversely a person claiming to be the owner of a building and alleging the defendant to be a trespasser will have to institute the suit, on the plaint allegations, in the ordinary Civil Court only. In such a suit the defendant may raise the plea that he is a tenant and not a trespasser. The defendant's plea will not straightaway oust the jurisdiction of the ordinary Civil Court but if ultimately the plea of the defendant is accepted the suit must fail on that ground. So the question whether there is relationship of landlord and tenant between the parties or such other jurisdictional questions may have to be determined by the Court where it falls for determination-be it the Court of Small Causes or the ordinary Civil Court. If the jurisdictional question is decided in favour of the

Court of exclusive jurisdiction the suit or proceeding before the ordinary Civil Court must cease to the extent its jurisdiction is ousted.”

8. In the case at hand, the facts *prima facie* appear to be explicitly clear. Firstly, though the erstwhile jural relationship between the Plaintiff and Defendant No.1 as tenant and landlord is not disputed, yet, it is incontrovertible that the building housing the demised premises has been demolished pursuant to the settlement arrived at between the parties. Secondly, the Defendant-landlord is developing the property upon the condition that the erstwhile tenants-occupants would be provided purportedly an equivalent premises in the redeveloped building. Thirdly, the essential contest between the parties is regarding the total area and the frontage of the shop premises to be delivered to the Plaintiff by the Defendant, after the redevelopment, by way of a permanent alternate accommodation. Lastly, the principle grievance of the Plaintiff is that he is being discriminated against in the sense that the other tenants-occupants are being given the equivalent area in the redeveloped building and the Plaintiff is offered a lesser area. It is in this context, the Plaintiff has instituted the Suit seeking declaration.

9. The aforesaid being the nature of the claim, the conclusion arrived at by the learned Judge, City Civil Court, upon perusal of the averments in the Plaint as a whole and that too in a meaningful manner,

that, the suit in question is not one for recovery of possession of the demised premises cannot be faulted at.

10. The jural relationship between the Plaintiff and Defendant has undergone metamorphosis. That the Plaintiff and Defendant No.1 shared a relationship of tenant and landlord is undoubtedly the genesis of the metamorphosed jural relationship, yet, that constitutes a historical fact. The Plaintiff is essentially enforcing the obligations of the Defendant allegedly arising out of the settlement arrived at between the parties to redevelop the property and deliver constructed portion thereof to the Plaintiff as a part of Permanent Alternate Accommodation. Thus, the suit clearly falls within the residuary and plenary jurisdiction of the ordinary Civil Court.

11. Second limb of the submission of Mr. Patil that since the Plaintiff is seeking declaration that the Commencement Certificate dated 12th December 2023 issued by Respondent No.2-Corporation is illegal, bad-in-law and null, the suit is barred by the provisions of Section 515A of the MMC Act, 1888 and Section 149 of the MRTP Act, 1966, also does not carry much substance. Upon a careful reading of the Plaint it become clear that, the Plaintiff claims that since the Commencement Certificate was issued in breach of the conditions of the Intimation of Disapproval, especially Clause 23 thereof, which enjoins the owner/developer to either provide a copy of the PAAA or a settlement

arrived at between the tenant and/or occupier and the landlord in respect of the demolished building, the Commencement Certificate is illegal, bad-in-law and mala fide.

12. It is pertinent to note the said declaration and the consequential relief cannot be said to be the primary relief. The Plaintiff principally seeks the relief of execution of PAAA and the allotment of an equivalent area with frontage of the shop as was available before the building housing the shops in the occupation of the Plaintiff came to be demolished. The declaration with regard to the Commencement Certificate is thus in the nature of an ancillary relief.

13. It is equally well-settled that the provisions contained in Section 149 of the MRTP Act, 1966 or for that matter Section 515A of the MMC Act, 1888, do not constitute an absolute bar to the Suit, if it could be demonstrated that the impugned action by the Municipal Corporation is in violation of the statutory provisions, fundamental principles of natural justice and judicial process or otherwise a nullity.

14. In these circumstances, the learned Judge, City Civil Court has correctly exercised the jurisdiction not to reject the Plaint. The impugned order does not suffer from either jurisdictional error or such legal infirmity or material irregularity as to warrant interference in exercise of the revisional jurisdiction. Civil Revision Application thus does not deserve to be entertained.

15. Hence, the following order:

: O R D E R :

Civil Revision Application stands dismissed.

No costs.

[N. J. JAMADAR, J.]