

Salgaonkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
INTERIM APPLICATION NO.366 OF 2026
WITH
INTERIM APPLICATION NO.9477 OF 2024
IN
FAMILY COURT APPEAL NO.74 OF 2024

Rupal Sanjay Jain .. Applicant
Versus
 Sanjay Gulabchand Jain .. Respondent

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Mr.Suresh R. Sawant for the Applicant in IA/366/26.

Mr.Ganesh Bhujbal with Mr.Tushar Nikam for the Respondent.

CORAM: BHARATI DANGRE &
MANJUSHA DESHPANDE, JJ.
DATE : 27th MARCH, 2026

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P.C:-

1. Interim Application No.366 of 2026 is taken out for permitting the renewal of leave and license agreement in respect of Flat No.9, admeasuring 550 square feet built up area situated on 2nd floor of building 'Omeez' situated at Dattatreya Road, Next to Sarala Nursing Home, Santacruz (W) or permit execution of leave and license agreement in respect of the said flat with the existing tenant and/or with the prospective person.

2. Though it is the claim of the Applicant that the said flat is in the joint name of herself and the Respondent, the learned counsel for the Respondent makes a statement before us, on instructions, that presently he is transferred to Mumbai and he desires to occupy the said flat.

It is also his contention that there are two flats in the joint ownership of the parties and in one of the flat in Santacruz, the Applicant is residing, but the Respondent-husband is required to stay in the rented premises.

3. We quite appreciate the concern raised on behalf of the Respondent-husband, but the learned counsel for the Applicant has urged that though the flat stands in the joint name, the money is pumped in by the Applicant and her father and he has not contributed. This aspect we are not ready to consider at this stage, as it is a matter of evidence and moreover if the husband is desirous of residing in the said flat, definitely if the flat is in the joint name and the wife is occupying one of the flat, he is entitled to be in occupation of the other.

However, we make it clear that if the husband do not shift into the said flat within a period of two months from today, the flat is permitted to be leased out with the wife being entitled to 50% of the rent accruing therefrom and the husband getting remaining 50%.

We are informed that the lease of the said premises has expired on 14/01/2026 and, therefore, the tenant shall be served a due notice under the signatures of the Applicant as well as the Respondent, asking the lessee to vacate the flat

within a period of seven (7) days,pursuant to which the Respondent-husband is entitled to occupy the said flat.

4. If the Respondent-husband fails to occupy the flat within the stipulated period, the flat shall be leased out by the husband in consultation with the Applicant-wife, who shall not create any obstacle/hindrane in the flat being leased out as upon it being leased out, she will also be entitled for 50% of the lease rent receiving therefrom and in any case, since the flat is in the joint ownership, the agreement to be executed shall also require her signature to be obtained.

Needless to state that both will also be liable jointly for bearing the maintenance charges.

5. It is the contention of the Applicant-wife that this flat was her only source of livelihood, as she did not file any application for maintenance.

In the wake of the aforesaid, we permit the Applicant-wife to file an application for maintenance, which shall be considered in accordance with law.

6. Interim Application No.366 of 2026 stands disposed of.

(MANJUSHA DESHPANDE, J.)

(BHARATI DANGRE, J.)