

(2025) 12 BOM CK 1666

In the Bombay High Court

Case No : Civil Revision Application No.562 Of 2025

Jyoti Harsukhrai Joshi & Ors

APPELLANT

Vs

Triveniben Bhikhalal Busa & Ors

RESPONDENT

Date of Decision : 02-12-2025

Acts Referred:

Maharashtra Rent Control Act, 1999 — Section 15, 15(1)

Citation : (2025) 12 BOM CK 1666

Hon'ble Judges : Madhav J. Jamdar, J

Bench : Single Bench

Advocate : Jaydeep Deo, Onkar Y. Gawade, Shagufta Q. Qureshi

Final Decision : Dismissed

Judgement

Madhav J. Jamdar, J

1. Heard Mr. Deo, learned Counsel appearing for the Applicants and Ms. Qureshi, learned Counsel appearing for the Respondents.

2. By the present Civil Revision Application, the challenge is to the legality and validity of the Judgment and Decree dated 4th November 2025 passed by the learned Appellate Bench, Small Causes Court, Mumbai, in Appeal No.53 of 2013 as also to the Judgment and Decree dated 25th October 2013 passed by the learned Judge, Small Causes Court, Mumbai (Bandra Branch), in R.A.E. & R. Suit No.258/528 of 2007. The learned Trial Court has decreed the Suit on the ground of default in payment of arrears of the rent and the learned Appellate Court has confirmed the said decree.

3. Perusal of the record shows that the Demand Notice under Section 15(1) of the Maharashtra Rent Control Act, 1999 ("Rent Act") has been issued on 14th February 2007. The said Demand Notice has been received by the Defendant i.e. present Applicants on 22nd February 2007 and the same was replied through Advocate on 9th March 2007. Thereafter, the Respondents filed R.A.E. & R. Suit No.258/528 of 2007 on 21st June 2007. The summons was served on 4th August

2007 on the Defendant. It is an admitted position that, on 10th March 2008, the Defendant made an application below Exhibit-11 for deposit of rent as contemplated under Section 15(1) of the Rent Act. The learned Trial Court as also the learned Appellate Court have held that the said Application dated 10th March 2008 is filed beyond time prescribed under Section 15(1) and therefore the decree of eviction is passed.

4. For appreciating the reasons recorded by the learned Trial Court and the learned Appellate Court, it is necessary to set out Section 15 of the Rent Act, which reads 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 increase 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."

(Emphasis added)

5. Thus, Sub-Section (3) of Section 15 specifically provides that, 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 increase 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.

6. Thus, the tenant has to comply with the following mandatory requirements for seeking benefit of Sub-Section (3) of Section 15 of the Rent Act :-

(a) The tenant pays or tenders in court within ninety days from the service of the summons the arrears of standard rent and permitted increases then due,

(b) also pays simultaneously simple interest at 15% p.a. on the amount of arrears and

(c) thereafter continues to pay or tender in Court regularly such standard rent or permitted increases during the pendency of the suit until the suit is finally decided and

(d) also pays the costs of the suit as directed by the Court.

7. Although Sub-Section (3) of Section 15 contemplates that 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, however as the order of the Trial Court is required to be passed on such application filed under Sub-Section (3) of Section 15 of the Rent Act, filing application within 90 days can be treated as sufficient compliance of said provision.

8. Admittedly, the Application as provided under Sub-Section (3) of Section 15 was filed on 10th March 2008. Perusal of the record shows that the suit summons was served on the Applicant-Defendant on 4th August 2007. On 4th November 2007 the 90 days period as contemplated under Section 15(3) of the Rent Act expired. Admittedly, the application as contemplated under Sub-Section (3) of Section 15 of the Rent Act was filed by the Applicant-Tenant on 10th March 2008 i.e. after about 210 days from the date of service of summons of the suit on the Defendant. Sub-Section (3) of Section 15 of the Rent Act gives another opportunity to the tenant who has committed default in payment of rent to avoid suffering eviction decree. As by Sub-Section (3) of Section 15, an additional opportunity is given to the tenant who has committed default in payment of rent to file an application within 90 days from the date of service of suit summons and to comply with the requirements of Sub-Section (3) of Section 15, filing application within 90 days as contemplated by Sub-Section (3) of Section 15 is mandatory.

9. Mr. Deo, learned Counsel, fairly submits that there is no provision which allows the Court to condone delay in the said 90 days period. Both the Courts have concurrently held that the ground of default in payment of rent is established and the Petitioner has failed to file application within said 90 days period.

10. Accordingly, no case is made out for interference. The Civil Revision Application is dismissed, however, with no order as to costs.

11. At this stage, Mr. Deo, learned Counsel for the Applicants, seeks stay of eight weeks. However, Ms. Bharti Kiran Joshi (the Power of Attorney Holder of the Applicants and who has verified the Civil Revision Application), who is personally present in Court, fairly admits that the Applicants are not using the suit premises. Ms. Qureshi, learned Counsel for the Respondents, states that the Applicants are not using the suit premises for last about six years. Accordingly, no case is made out for grant of stay of eight weeks.