



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

CIVIL REVISION APPLICATION NO. 85 OF 2023

APPLICANT

Santosh s/o Sampatrao Chhaged,
Aged about 57 years, Occupation:
Business, Shubham Photo Studio,
R/o Bhise Complex, Datta Chowk,
Yavatmal, Tah. & Dist. Yavatmal.

-VERSUS-

RESPONDENT

Ajit Jaiwantrao Bhise,
Aged about 38 years, Occupation :
Service, R/o Shivaji Nagar,
Near Vivekanand School, Yavatmal,
Tah. & District Yavatmal.

Mr. Amol B. Patil, counsel for applicant.
Mr Anup Dhore, counsel for respondent.

CORAM : URMILA JOSHI-PHALKE, J.

CLOSE FOR ORDER : 29/01/2025

DATE OF DECISION : 18/03/2025

ORAL JUDGMENT :

1. Heard.

2. **Admit.** Heard finally with the consent of learned counsels appearing for the parties.

3. The judgment and decree passed in Small Causes Suit No. 7/2022 dated 05/09/2018 by the 3rd Joint Civil Judge, Junior Division, Yavatmal, is under challenge in the present revision application. The parties are hereinafter referred to as per their original nomenclature.

4. Plaintiff is the landlord, and the defendant is the tenant of the suit premises. The subject matter of suit is the shop Nos. 2 and 4 from the northern side of the commercial complex and other spaces like the godown and hall at the 1st floor constructed over the land bearing Extension No. 38/D, Survey No. 16, admeasuring 3383 Sq.Mtrs. The plaintiff has filed suit for eviction on the ground of bonafide requirement. As per the contention of the plaintiff, he became the owner of the suit property on the basis of the deed executed by his grandfather. The suit property was also given on rent by his grandfather by entering into an agreement to defendant for 11 months, which was extended from time to time. As per the agreement, the grandfather of the plaintiff received Rs. 1,00,000/- as a deposit, and the

plaintiff was getting Rs. 2486/- towards rent.

5. It is further contended by the plaintiff that though he asked the defendant to execute another agreement after the death of his grandfather, the defendant has not turned up. Thus, the defendant is residing unauthorizedly and illegally in the suit premises. Now, the plaintiff requires suit premises for his personal use, as his wife intending to start a new business. The suit is filed on the ground of bonafide requirement under Section 16(1)(g) of the Maharashtra Rent Control Act and for Means Profit.

6. The defendant resisted the suit on the ground that the suit is not tenable on the basis of an unregistered agreement. The ground of bonafide requirement is false. The defendant is running his business in suit premises, and if a decree of eviction is passed, then more hardship would be caused to the defendant rather than the plaintiff. It is further contended that the suit is filed only to extract more rent.

7. In support of the contention, the plaintiff as well as the defendant has adduced their respective evidence and also relied upon the document like agreement and notice. After appreciation of the evidence, the trial Court decreed the suit. The

unsuccessful defendant challenged the said judgment and decree in Rent Appeal bearing No. 1/2018 before the District Judge, Yavatmal, which also came to be dismissed on 06/05/2023.

8. Being aggrieved and dissatisfied with the judgment passed by the Small Causes Court in Suit No. 7/2022 and in Rent Appeal bearing No. 01/2018 decided on 06/05/2023, the present revision petition is preferred.

9. Heard learned counsel, Mr. Amol B. Patil for the defendant/petitioner, who submitted that the suit is filed on the ground of bonafide requirement. Initially, the plaintiff/respondent issued a notice, wherein no ground of bonafide requirement was raised. The plaintiff became an owner with his brother and sister, and they are not parties to the suit.

10. He further submitted that the plaintiff has admitted during cross-examination that he has not mentioned his bonafide requirement. The cross-examination of the plaintiff further shows that the plaintiff is not residing at Yavatmal, where the property is situated, but he is residing at Amravati along with his family members. This suit appears to have been filed solely to extract higher rent.

11. He further submitted that bank statements show that the plaintiff claimed that he had obtained the loan, but the amount shown in the statement fluctuated, and it is not a term loan. Moreover, the rent agreement is not registered, which is required to be registered compulsorily, and therefore, the said agreement cannot be considered. In the absence of a written agreement, submission of the tenant to be accepted.

12. Per contra, learned counsel for the plaintiff submitted that the scope of the revision is very limited. The cross-examination of the defendant shows that he has no license to run the said photo studio. The landlord is the best judge of his requirement. The ownership of the plaintiff is established. No notice is required under Section 16(1)(g) of the Maharashtra Rent Control Act and Means Profit, 1999, and thus there is no perversity in the order passed by the trial Court as well as the First Appellate Court, and therefore, the revision is devoid of merits and liable to be dismissed.

13. After hearing both sides and on perusal of the evidence on record, there is no dispute as to the fact that the suit property, i.e. Shop Nos. 2 and 4 from the northern side of the

commercial complex and other spaces like a godown and hall on the first floor constructed over land bearing Extension No. 38/D, Survey No. 16 admeasuring 3383 Sq. Mtr is originally owned by the grandfather of the plaintiff. The grandfather of the plaintiff entered into an agreement with the defendant for giving the said premises on rent for the period of 11 months. The said agreement was extended from time to time on various occasions, and thereafter, the death of the grandfather of the plaintiff took place in the year 2009. Thereafter, the plaintiff and his brother and sister became owners of the suit property. The plaintiff was looking after the affairs of the suit property, and the defendant has also paid the rent amount in his account. Now, the suit is filed by the plaintiff for bonafide requirement as his wife wants to run a business in the suit premises.

14. In support of the contention, the plaintiff examined himself by filing an affidavit of examination-in-chief vide Exhibit 19. He reiterated the contention that the suit property is required by him for his personal use. Now he has performed the marriage, and his wife intends to start a business. Due to which, his wife can contribute to the family affairs, and he can also repay the loan,

which is obtained by him. He has also filed on record the account extract of his loan account.

15. It is further testified by him that after the death of his grandfather, the defendant has not executed any agreement. Thus, he is residing illegally and unauthorizedly. The defendant has contested the claim of the plaintiff by cross-examining him. The plaintiff admitted that he is serving in G.C. College at Chandur Bazar and residing at Amravati at his sister's house, but he denied that his wife is also residing along with him at Amravati.

16. He further admits that there is no partition between him and his brother, but they are residing separately. Three shops are given to Dr. Kamble, and Dr. Kamble is not paying him any rent. Thus, an attempt was made that though there is another tenant, the plaintiff is not claiming any possession of the other tenant. He further admitted that he has not mentioned in his suit what type of business his wife would run, and he is indebted. Thus, from the cross-examination, it is tried to bring on record that there is no bonafide requirement, but only to extract higher rent; this suit is filed. Besides the oral evidence, the plaintiff placed reliance on Will Exhibit 24, Bank Statement Exhibit 25, Office

Copy of the Notice Exhibit 26, and Postal Acknowledgment Exhibit No. 27.

17. The defendant has also adduced the evidence and reiterated as per his pleadings and written statement. During cross-examination, the defendant has admitted that he is unable to place on record his license as to Studio. He is also unable to obtain the copy of the said license from the Government Labour Officer. He also admits that he has not renewed the said license or he is unable to recollect when he has renewed the same. He has also denied his signature on the agreement, which is executed between the grandfather of the plaintiff and him. He admitted that prior to the filing of the suit, the plaintiff had asked him for the execution of a new agreement, but said agreement was not executed by him. On the basis of the oral as well as documentary evidence, the plaintiff claimed that he is in need of bonafide requirement and therefore, the tenant be evicted and possession of the suit property be handed over to him. After appreciation of the evidence, the learned trial Court held that the plaintiff succeeded in showing his bonafide requirement.

18. The plaintiff has come with a case that he required

premises for bonafide requirement, and therefore, he claimed possession of the suit property under Section 16(1)(g) of the Maharashtra Rent Control Act, 1999. In view of Section 16(g), the landlord shall be entitled to recover possession of any premises if the Court is satisfied that the premises are reasonably and bonafidely required by the landlord for occupation by himself or by any person for whose benefit the premises are held or where the landlord is a trustee of a public charitable trust that the premises are required for occupation for the purpose of trust. The plaintiff has raised the ground that he required the suit premises for starting a business by his wife. It is well settled that the landlord is the best judge of his residential requirement. It is for him to decide how, in what manner, he should live. If he desires to beneficially enjoy his own property, then the tenant has no right to dictate any conditions to him.

19. The term 'requirement' is discussed by the Hon'ble Apex Court in *Feroz Desai Vs Chandrakant Patel [AIR 1974 SC 1059]*, wherein it is observed that the term 'requires' in Section 13(1) (g) correctly means that there must be an element of need and not mere desire before a landlord can be said to "require" the

premises for his own use and occupation, and arrived at the finding that the landlord reasonably and bonafidely requires the premises for his own use and occupation. The finding is to be a finding of fact. What is necessary is that he should need it for his own use and occupation. There is no dispute as to the fact that there was an unregistered agreement between the grandfather of the plaintiff and the defendant.

20. Learned counsel for the defendant, Mr. A.B. Patil vehemently submitted that the agreement is not a registered agreement and therefore, it is not an evidence. In support of his contention, he placed reliance on ***Anwar Noormohammaed Pirani Vs Santosh Gajanan Naskulwar [2019 SCC Online Bom 5176]***, wherein this Court has considered that the Registration Act would apply as per Section 55 of the said Act, insofar as the procedural aspect of the registration of such an agreement is concerned, including the office of the Registrar where such an agreement would be registered and other such specific requirements on the procedural side reflected in various provisions of the Registration Act. The mandatory requirement of registration of such an agreement clearly applies in full force, notwithstanding the option

of not registering an agreement pertaining to a period less than one year under Section 18 of the Registration Act. The penal provision and consequences under Section 55(3) of the said Act, upon the landlord for contravening the section, are also crucial. These consequences indicate that notwithstanding any law in force exempting registration of such an agreement executed for a period of less than one year, the landlord has to get such an agreement registered.

21. It is further held that Section 55(2) of the said Act assumes significance because when the said agreement could not be relied upon, the contentions of the respondent as the tenant regarding the terms and conditions subject to which the suit property had been given to him by the petitioner were to prevail unless proved otherwise. Applying Sections 55(1) and 55(2) of the aforesaid Act to the facts of the present case, the contention of the respondent in respect of the aforesaid tenancy prevailed, and, therefore, the Appellate Court was justified in setting aside the decree passed by the Trial Court.

22. Per contra, learned counsel for the plaintiff submitted that Order-VII Rule 11(d) of the Code provides that a plaint shall

be rejected where the suit appears from the statement in the plaint to be barred by any law. Section 55 of the Maharashtra Rent Control Act, 1999, mandates that the tenancy agreement for leave and license or letting of any premises, entered into between the landlord and the tenant or the licensee, as the case may be, after the commencement of the Act, shall be in writing and shall be registered under the Registration Act, 1908. The consequences of failure to reduce the tenancy agreement in writing and secure its registration are prescribed in Sub-Section 3. In the absence of a written and registered agreement, the contention as regards the terms and conditions subject to which the premises are being given to the tenant, as contended by the tenant, shall have to be accepted. Section 55 nowhere provides for any other consequences for failure on the part of the landlord to get the agreement drawn in writing or getting the same registered, except those provided in sub-section 3 of Section 50. Thus, he submitted that failure to secure the agreement of tenancy would not affect the case of the plaintiff.

23. In support of his contention, he placed reliance on **Shishkant Ramrao Kulkarni vs Nirmala Vasantrao Gore [Civil**

Revision Application No. 07/2011 decided on 19/04/2011 (Aurangabad Bench)]. Upon reviewing the provisions of Section 55 along with Sections 106 and 107 of the Transfer of Property Act, it becomes evident that Section 106 establishes a rule of evidence concerning the duration of certain leases. In the absence of any contract, local law, or usage to the contrary, a lease of immovable property, for purposes other than agricultural or manufacturing, is deemed to be a lease from month to month. However, leases of immovable property for agricultural or manufacturing purposes, unless there is an agreement, local law, or usage to the contrary, are deemed to be leases from year to year. This is a rule of evidence, all leases of immovable properties are to be deemed, in the eye of the law, to be month-to-month. If any person alleges or claims to the contrary, i.e. in other words, if any person alleges or asserts a lease, particularly a lease to be a fixed-term lease on to the yearly lease, he has to prove the same by legal, valid, and reliable evidence. This must be done while considering the provisions of Section 107 of the Transfer of Property Act, along with the relevant provisions of the Registration Act and the Evidence Act.

24. Section 107 of the Transfer of Property Act provides that a lease for a fixed term or for a term of more than one year or for a year-to-year or reasonable yearly rent can be made only by a registered instrument, while all other leases of immovable property can be made either by a registered instrument or by an oral agreement accompanied with delivery of possession. Thus, the provision of Section 107 of the Transfer of Property Act by use of expression 'only' indicates that the legislature or the parliament intended to prescribe the specific mode for making of the term lease for more than one year or reserving yearly rent.

25. It is well settled principal of law as laid down by the Supreme Court of India in the case of *State Of Uttar Pradesh vs Singhara Singh And Others [AIR 1964 SC 358]* as well as *Nazir Ahmed Vs King Empreor [AIR 1936 PC 253]* when the law prescribes a certain mode or specific mode or for doing a thing or certain mode of exercising certain power of authority or right or performing certain act, then that act or thing as caught to be done in that manner alone and not otherwise. Other modes in respect thereof are necessarily and by necessary implication taken to have forbidden and closed. Apart from the general principle, further use

of the expression “only” after the expression “can be made” and before the expression “by a registered instrument” indicates the legislative intent that the legislature has intended that a fixed-term lease for a period of more than a year of a lease from year to year or serving the yearly rent is to be and can be made in no other manner than by entering into the contract of tenancy by a registered lease deed. The legal position is that there can be no lease for a fixed term exceeding one year if it has been entered into either orally or through a deed that is not registered. According to the Registration Act, any lease for a term exceeding one year must be executed as a compulsorily registrable document.

26. In the case of *Dinaji And Ors vs Daddi And Ors [AIR 1990 SC 1153]*, the Supreme Court has considered the effect of an unregistered document, which is required to be registered under Section 17 of the Registration Act, 1908, or under any of the provisions under the Transfer of Property Act. It was observed that such a document will not avail to create, declare, assign, limit, or extinguish any right, title, or interest in or to the immovable property mentioned in the document.

27. In other words, an unregistered document cannot be

used for the purpose of establishing that the document created a declared or assigned or limited or extinguished right to immovable property. However, the trend of the judicial decisions or judicial opinion is to the effect that unregistered documents which are compulsorily registerable under Section 17 of the Registration Act can be looked into only for collateral purposes.

28. In *Smt. Janabai Govindrao Korche & Anr. Vs. Women's Education Society & Ors. [2009 (5) All MR 926]*, wherein also this Court has dealt with the issue as to the non-registered lease deed, and it is held that the agreement is required to be compulsorily registered by virtue of the provision of Section 55 of the Act. If the tenancy is created after coming into force of the Act, it will require registration. The section does not say that the tenancy shall become void in absence of registration. Non-registration may, at the most, attract a penalty, but it does not render the lease void.

29. In *Shishikant Ramrao Kulkarni* referred (supra) wherein also, this Court by referring its earlier judgment in *Raj Prasanna Kondur vs Arif Taher Khan And Ors. [2005(4) Bom CR 383]* has held that the right of the landlord under Section 24 to get the person evicted from the premises of expiry of the license is

not curtailed in any manner on account of absence of the agreement being in writing or registered as contemplated by Section 55 of the Act. Section 55 of the Act nowhere provides for “any other consequences” for failure on the part of the landlord to get the agreement drawn in writing or getting the same registered, except those provided in Sub-Section 3 of Section 55. In other words, on account of the failure of the landlord to get the agreement registered, he cannot be precluded or prohibited from presenting a plaint in Civil Court seeking recovery of rent. The consequence of failure to record the agreement in writing and to get it registered puts the tenant in an advantageous position at first, as his contentions as regards the terms and conditions of tenancy will have to be accepted unless proved otherwise. Section 55 of the Act nowhere puts an embargo in respect of entertainability of any civil action by the landlord either for recovery of rent or for recovery of possession of the tenanted premises on account of his failure to secure an agreement of tenancy in the form as contemplated by Section 55(1) of the Act.

30. In view of the observations of this Court in both decisions, the contention of the learned counsel for the defendant

that in the absence of the compliance of Section 55, there cannot be a civil action is not sustainable. The other ground raised by the defendant is that the ground of bonafide requirement was not raised by the plaintiff in the notice. The plaintiff has also admitted during his cross-examination that in the notice, he has not mentioned the bonafide requirement.

31. Learned counsel for the plaintiff placed reliance on *Madhukar S/O Laxman Umalkar vs Keshao S/O Laxman Shilawant [2005(3) Mh.L.J.947]*, wherein it is held that insofar as the second ground is concerned, perusal of Section 16 would show that when eviction of tenant is sought on any of the ground mentioned under Section 16(1) of the said Act, no notice is required. It is clear from the perusal of Section 16(1) that if the landlord satisfies the conditions mentioned in the grounds available under Section 16(1) of the said Act, he can directly file a suit for possession.

32. In the facts of the present case, though the notice is issued and the ground is not mentioned, the notice itself is not required, and therefore the contention of the learned counsel of the defendant that the ground of bonafide requirement is not

raised in the notice has no consequence, as the notice itself is not required, and the civil action is maintainable even in the absence of the notice. Therefore, merely because it is not mentioned in the notice that the plaintiff requires the premises for bonafide requirements is not sufficient to discard the claim of the plaintiff of his bonafide requirements.

33. It is well settled that the landlord is the best judge of his residential requirement. It is for him to decide how, in what manner, he/she should live. If he desires to beneficially enjoy his own property, then the tenant has no right to dictate any conditions.

34. In *Rishi Kumar Govil vs Maqsoodan And Ors [2007 (4) SCC 465]*, wherein the Hon'ble Apex Court held that the landlord is the best judge of his requirements and Courts have no concern to dictate to the landlord as to how and in what manner he should live. The question of satisfaction on the basis of proof and reasonable and bonafide requirement is to be proved.

35. In the light of the above proposition of law, if the evidence of the plaintiff is considered, he has reiterated that he has obtained the loan, which is substantiated by the bank

statement Exhibit No. 25. He specifically stated that his wife wants to run a business in the said suit premises, and if he starts a business in the said suit premises, she would contribute in the family affairs as well as repay the loan. During his cross-examination, it is also brought on record that the wife of the plaintiff is an educated lady, and she studied upto MSc and is doing any job. Thus, cross-examination also shows that the wife of the plaintiff is an educated lady and acquires the qualification to run a business.

36. On the contrary, the evidence of the defendant shows that he is running Shubham Photo Studio in the said suit premises, but his cross-examination shows that he doesn't have the license as he is unable to produce the said license before the Court. He specifically admitted that the said license is not with him and also does not hold a certificate copy of the said license, and therefore, he is unable to produce it. He also admits that he is unable to recollect when he renewed his license. Thus, this cross-examination itself sufficiently raised a question as to whether, really, he is running the photo studio in the said suit premises, as he is not holding the license for the same. His cross-examination

further shows that though the plaintiff asked him to execute the new agreement, he has not turned up towards the same. Thus, the agreement initially was with the grandfather and the defendant. The said agreement was not renewed by him. Therefore, his possession of the suit property appears to be illegal and unauthorized.

37. Section 16(1)(g) of the Rent Act entitled the landlord to recover possession of the tenanted premises. If the same are reasonably and bonafidely required by the landlord for occupation by himself by any person for whose benefit that premises was held. Section 16(1)(i) of the Maharashtra Rent Control Act, 1999, further provides that where premises are reasonably and bonafidely required by the landlord for the immediate purpose of demolition, then, as such, demolition is to be paid for the purpose of erecting a new building on the premises sought to be demolished in subject to certain conditions set out in Sub-Sections 4, 5, 6 and 7 and Section 17 of the Rent Act, the Court may decree an eviction.

38. It is a statutory obligation on the Court to weigh the evidence and assess comparative hardship from both the angles.

Already, it is noted that the landlord has claimed that he requires a suit premises as his wife intends to run a business. It also came out in the cross-examination that the wife of the plaintiff is educated and jobless. Therefore, the contention of the landlord that he requires a premises for reasonable and genuine need of the suit premises for starting the business cannot be ruled out. Obviously, the landlord has the right to use his premises as per his choice, being the owner of the suit property. On the other hand, it came in the evidence of the defendant also; there are other shops which are vacant, which he can obtain on a rent. Whether the defendant really runs a photo studio or not is in question, as his cross-examination shows that he is not holding any license, as he is unable to produce it. Thus, the genuine need of the plaintiff for starting his business came on record when both situations, the plaintiff and defendant, are put in the stake. It is evident that the tenant is not running his business, as he has not made any efforts either to obtain the license or renew the license.

39. Moreover, his cross-examination shows that the other premises are available for him to run his photo shop. Therefore, the contention that the tenant would suffer much hardship is not

tenable. On the contrary, the landlord has obtained the loan. His wife intends to start his business, since she is educated and jobless and can be considered, and by comparing the same, the hardship of the plaintiff is more severe than that of the tenant. Merely because the tenant will be ousted from the premises itself cannot be considered to be a hardship and a valid ground for refusing the landlord a decree for eviction. In deciding the extent of the hardship, the defendant has to prove its relative advantages or disadvantages, which they may suffer. The owner of the property cannot be denied eviction merely on the ground that tenant has no other premises. It is the duty of the tenant to search for the premises, but in fact it is evident that the tenant is quite casual, as he has not obtained the said license to run his photo studio.

40. As already observed earlier, the landlord is the best judge of his needs. The bonafide needs are subject to object scrutiny, but once a case of landlord premises is required for bonafide purpose, is held established, even if alternative premises are available; the choice to occupy a particular place is subject to exercise. Thus, what is required to be established under the provision of Section 16(1)(g) of the Maharashtra Rent Control Act,

1999, is that premises are reasonably and bonafidely required by the landlord for occupation by himself.

41. The word 'requires' means that there must be an element of need before a landlord for his own use and occupation. The evidence adduced sufficiently shows that the landlord has established his need to claim relief under the provision of Section 16(1)(g) of the Maharashtra Rent Control Act.

42. Both the courts below have recorded a concurrent finding that the landlord would suffer greater hardship than the tenant. The tenant has to establish by adducing evidence or pointing towards the circumstances that in case of passing of an eviction decree, he would suffer greater hardship. While deciding the issue of bonafide requirement both Courts have rightly observed that, though the landlord owns certain premises, however those cannot be considered for deciding the issue of hardship. Admittedly, the suit premises that two shops are owned by the landlord. His wife intends to run the business. The premises is situated in the heart of the city. It is a specific case of the landlord that, as he has obtained the loan, if his wife runs a business, it would contribute in the family and be helpful to him to

repay the loan. There can be no dispute that the wife, who is an educated lady, can run the business in the suit premises. The burden lies on the tenant to prove that greater hardship will be caused to him if the order of eviction is made. In case of eviction under Section 16(1) of the Rent Act, the tenant will be liable to be evicted. It is not by itself hardship to the tenant; the decree of urgency or the intensity of bonafide need assumes significance. So it is to be seen as to what effort the tenant has made in searching for other premises or running his business at any other place.

43. It is a matter of appreciation, whether the tenant has made any genuine efforts to search the premises, as he was shadow of an eviction decree since the eviction suit was pending. The tenant in his evidence has not specifically stated about his efforts. On the contrary, his admission shows that though the plaintiff asked him for a renewal of the agreement, he has not renewed it.

44. Moreover, his cross-examination further shows that he has neither renewed his license nor is he holding the license. It is the statutory obligation of the Court to weigh the comparative

hardship from both ends. Already, it is noted that the landlord has proved a reasonable and genuine need for the suit premises for the expansion of business. Obviously, the landlord has the right to use his premises as per his choice, being the owner of the property. On the other hand, the tenant has not shown any circumstances of how the hardship would cause him. If the tenant was genuine and continued his business for his survival, he would have obtained the license or searched the premises in any part of the city, but he did not. When both the situations are approved in the stake, it is evident that the tenant was given opportunity to protect his business by searching for another premises. Therefore, the result would be that the tenant would not suffer that much hardship, which was right to be canvassed. On the other hand, when the landlord has proved his ground of reasonable need by making a comparison, the hardship would be caused to the landlord if the decree of eviction has not been passed.

45. The defendant has challenged the decree and concurrent finding of both the Courts by invoking the jurisdiction under Section 115 of the Code of Civil Procedure. The scope of revision is very limited under the revisional jurisdiction, this Court

cannot reassess the evidence. The finding of the trial Court and First Appellate Court is on appreciation of evidence. Being a finding of fact, which is not open to interference under the revisional jurisdiction.

46. The trial Court considered the aspect of the plaintiff's bonafide need, and its finding was upheld by the appellate Court in the exercise of revisionary jurisdiction. It is impermissible for this Court to reassess the evidence on record and reach a conclusion different from that concurrently arrived at by both lower Courts. Therefore, I am not inclined to interfere with the concurrent findings recorded by the trial Court and the appellate Court on the issue of bonafide requirement.

47. After considering the entire conspectus of the case, I am of the view that the finding recorded by the trial Court and the appellate Court in both the suit and the appeal, no interference is called for by exercising the jurisdiction under Section 115 of the Code, and therefore, the revision application deserves to be dismissed. Accordingly, I proceed to pass the following order:

a] The Civil Revision Application is **dismissed**.

- b] The defendant is granted time upto 03/04/2025 to vacate the possession of the suit premises.

[URMILA JOSHI-PHALKE, J.]