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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 8390 OF 2009

Mr. Deepak s/o Shivkumar Bahry
aged about 62 years
of Bombay, adult, Indian Inhabitant,
Residing at 7, Marian House, 29th Road, Bandra,
Mumbai – 400 050.

...Petitioner

Versus

Heart & Soul Entertainment Ltd.
A company registered under the provisions of
Companies Act, having its office situated at Flat
No. 105, 1st floor, Matruchhaya Bldg. No. 42,
MHADA Complex, Near Oshiwara Police Station,
Oshiwara, Jogeshwari (West),
Mumbai – 400 012.

...Respondent

WITH
INTERIM APPLICATION NO. 6969 OF 2025

Heart & Soul Entertainment Ltd ...Applicant

In the matter between:

Deepak s/o Shivkumar Bahry ...Petitioner

Versus

Heart & Soul Entertainment Ltd ...Respondent

Mr. Janay Jain a/w Mr. Rishabh Jadhav i/b Parinam Law Associates for
the Petitioner.

Mr. Mohammed Yasin, Director of Respondent and Applicant in IA - -
party in person - appeared on 07.10.2025 but was not present when
judgment was pronounced.

**CORAM : M.M. SATHAYE, J.
RESERVED ON : 7th OCTOBER 2025
PRONOUNCED ON : 7th JANUARY, 2026**

JUDGMENT :

1. The Petitioner has filed this petition under Article 227 of the Constitution of India challenging the impugned Judgment and Order dated 02.09.2009 passed by the Additional Commissioner, Konkan Division in Revision Application No. 132 of 2009 under section 44 of the Maharashtra Rent Control Act, 1999 ('MRC Act' for short). By the said impugned order, the revision application filed by the Respondent is allowed thereby setting aside the Judgment and Order dated 15.04.2009 passed by the Competent Authority Rent Act, Konkan Division, Mumbai in Case No. 38 of 2008 under Section 24 of MRC Act. By the impugned order, the eviction order passed by the Competent Authority has been set aside.

2. Few facts necessary for disposal of this petition are as under:
 - 2.a) The Petitioner is a licensor and Respondent is a licensee in respect of suit flat which is Flat No. 105, Matruchhaya building No. 42, MHADA Complex, Near Oshiwara Police Station, Jogeshwari (W), Mumbai – 400012. Admittedly, the Petitioner is owner of the suit flat. The Respondent is incorporated company represented by its Director - Mr. Yasin Mohammed (party in person). The Petitioner is a film director and producer. The Respondent is also a film producer.

 - 2.b) The Petitioner filed an application under Section 24 of the MRC Act contending *inter alia* as under. That the Respondent was inducted as licensee in the suit flat under registered leave and license agreement dated 05.01.2007 for a period of 22 months for residential use only. That the Respondent committed breach of the terms and conditions of

leave and license agreement and therefore, the Petitioner terminated the agreement by notice/writing dated 04.05.2008. That the Respondent did not comply and instead of vacating suit flat, filed Suit No. 1110/2008 in the City Civil Court in Mumbai alleging that the Petitioner agreed to transfer the suit flat in favour of Respondent. That the City Civil Court did not grant any ad-interim relief and the main relief sought by the Respondent was only to restrain the Petitioner from dispossessing the Respondent from suit flat without following due process of law. That Petitioner never agreed to transfer the suit flat. He prayed for recovery of possession as well as compensation.

2.c) The Respondent appeared before the Competent Authority and was granted leave to file written statement. The Respondent contended *inter alia* as under. The Respondent admitted that the Petitioner is owner of the suit flat and also admitted issuance of termination notice dated 04.05.2008. That the Petitioner has a bad reputation in the film industry. That several cases are pending against the Petitioner. That earlier leave and license agreement was executed on 05.02.2006 and since then Respondent is in possession. That after execution of first leave and license agreement, the Petitioner had approached the Respondent with a request to give him opportunity to direct a film. That Respondent agreed to work with the Petitioner and for production of the film called “Lara” and contract was signed on 20.02.2006 between the Petitioner and Respondent. That thereafter the leave and license agreement dated 05.01.2007 was executed for use of suit flat as commercial purpose. That apart from suit in the City Civil Court, there are Arbitration Proceedings pending between the parties as well as criminal complaints are filed against the Petitioner. That due to Petitioner’s bad reputation in the market, the Respondent was prevented

from releasing its film which resulted in loss to the Respondent. That under the film production contract dated 20.02.2006, the Respondent is having lien/charge over suit flat for the recovery of amount. He contended that under clause 1 and 9 of the leave and license agreement dated 05.01.2007, the Respondent was authorized to use the suit flat for commercial purpose. He contended that even electricity bill reveals that suit flat is used for commercial purpose.

2.d) The Petitioner examined himself in support of his case. The Respondent filed *purshis* stating that it does not want to lead any oral evidence.

2.e) The Competent Authority (Rent Act) who heard and tried the said application for eviction, was pleased to allow it by Judgment and Order dated 15.04.2009, thereby directing the Respondent to handover vacant and peaceful possession of the suit flat to the Petitioner.

2.f) The Petitioner filed the aforesaid revision in which the Revisional Authority - Additional Commissioner, Konkan Division, Mumbai under Section 44 of the MRC Act, by impugned order, allowed the revision, setting aside the eviction order.

2.g) It is in these circumstances that the Petitioner licensor/landlord is before this Court.

3. Learned Counsel Mr. Jain appearing for the Petitioner submitted that the Revisional Authority has misconstrued the nature of the leave and license agreement and the finding in the impugned order that the Respondent has a charge/lien over suit flat is perverse. He

submitted that the finding in the impugned order that suit flat was to be used for commercial purpose and therefore the application under Section 24 of the MRC Act is not maintainable, is perverse. He submitted that only selected clauses of the leave and license agreement are read by the Revisional Authority and clause 2, 11, 13 and 14 of the leave and license agreement clearly indicating the residential purpose of licence, are ignored. He further submitted that merely because suit flat is being used in some other manner (commercial) would not change the 'purpose for which suit flat was given on licence'. He submitted that the Competent Authority has rightly held that in view of the bar under Section 30 of the MRC Act against conversion of residential premises into commercial premises, even if Respondent is using the suit flat for commercial purpose, the same cannot be considered as legal defence. He submitted that though the impugned order holds that the application under section 24 of MRC Act is not maintainable, yet the Revisional Authority has held that the Respondent has a lien/charge over suit flat for recovery of amount under Arbitration award. He submitted that Arbitration Award was collusive and the same has been set aside by this Court vide order dated 29.04.2011 confirmed by the Division Bench of this Court on 02.08.2011. He further submitted that the Revisional Authority under Section 44 of MRC Act, has no jurisdiction or competence to decide about Respondent having any charge/lien over suit flat arising out of the film production contract. He relied upon following Judgments in support of his case.

- (i) Veridical Hospitality v/s. Additional Commissioner, State of Maharashtra and Ors. [W.P. No 15222/2022 order dated 02.01.2024]
- (ii) Natwarlal Mohanlal Pandya and Anr. v/s. Shamlal Ramnath Lahoti [2020 SCC OnLine Bom 5465]

- (iii) Deepak S. Kavadiya V/s. Addl. Divisional Commissioner, Konkan Division and Ors. [2024 SCC OnLine Bom 3544]
- (iv) Harish Kumar Narang v/s. Rajni Tahil Bhambhwani [2024 SCC OnLine Bom 2301]
- (v) Shantaram Bhikaji Jadhav v/s. The Municipal Corporation of Gr. Mumbai [W.P. No. 14187/2017 Judgment dated 13.03.2018]
- (vi) Surendra B. Agarwal and Anr. v/s AML Merchandising Pvt. Ltd. [2010(1) Mh. L.J. 223]

4. The Director of the Respondent Mr. Mohammed Yasin (Party in person) made elaborate submissions contending *inter alia* that petition is not maintainable. That he is using the suit flat as commercial office. That electricity bill itself shows that 3-phase connection. That the Petitioner has suppressed fact that the leave and license agreement itself indicates that security deposit was carried forward without interest. That under clause 12 and 13 of the film-production contract dated 20.02.2006, a right of recovery of amount in case of loss, is available with the Respondent, to be recovered from the estate of the Petitioner. He submitted that the Petitioner has made false and misleading statements and therefore, an action of perjury be initiated against the Petitioner. He submitted that for the initiation of perjury proceedings and contempt proceedings against the Petitioner, he has filed IA/6969/2025. He submitted that the Petitioner in his affidavit of examination-in-chief, in paragraph 10 has admitted that possession letter has been signed by Mr. Mohammed Yasin and the suit flat has been handed over, however in cross-examination, the Petitioner had admitted that contents in the possession letter produced by him are not correct. He submitted that this amounts to perjury. He submitted that the Petitioner stated in paragraph 5 of the petition that on the date of

signing of leave and license agreement itself, the Respondent had signed undated letter confirming handing over of possession and this also amounts to perjury. He submitted that the Petitioner cannot approbate and reprobate. He submitted that the Competent Authority cannot hold that the commercial use of the suit flat is *void ab initio*. He submitted that suppression of earlier agreements as well as suppression of approvals from authority also amounts to perjury. He has relied on his written submissions and accompanying caselaw, which will be discussed in paragraphs to follow.

REASONS AND CONCLUSION

5. At the outset, it is necessary to note that party in person - Mr. Mohd. Yasin, the director of the Respondent Company, has made various submissions which are beyond the scope of the present Writ Petition. This court will have to consider the legality of the impugned order and will have to restrict the consideration to the reasons given by the Revisional Authority in impugned order, in the teeth of material available before the Court.

6. It is also necessary to note that Mr. Mohd. Yasin, the party in person has advanced arguments and relied upon various documents, without entering into witness box and making himself available for cross-examination. In that view of the matter, his case is purely argumentative.

7. Perusal of the impugned order shows that the Revisional Authority has interfered with the order of the Competent Authority, essentially on following considerations, which are dealt with one by

one.

8. Firstly, the Revisional Authority in paragraph 16 of the impugned order considered clauses 1 and 9 of the leave and license agreement dated 05.01.2007. In the said clauses, there is reference to use of the suit flat for residence-cum-office. However, at the same time, the Revisional Authority has ignored clauses 2, 11, 13 and 14 of the same leave and license agreement. For the purpose of clarity, said clauses are reproduced below :

“1. That the Lessor does hereby grants in favour of the Licensees and the Licensees hereby accept from the Lessor the permission of the license for purely on a temporary basis to use and occupy the said premises for residential cum office purpose namely Flat no. 105, 1st floor, Matruchaya, Bldg. No. 42, situated at Mhada Complex, Near Oshiwara Police Station, Oshiwara, Andheri (West), Mumbai 400 053. for a period of 22 months commencing from 05/01/2007 till 04/11/2008.

2. The licensees agree and binds itself to pay the license fee of Rs. 9,500/- (Rupees Nine Thousand Five hundred only) per month payable on or before 7th day of every license month in advance for use and occupation of the said premium for residential purposes.

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xxx

9. The Licensees are allowed to use and occupy the said flat for residence cum office purpose and the licensees shall not allow any other person party to take benefit of this agreement nor allow any other person/party to use and occupy the said flat or any part thereof by way of sub licenses or under any arrangement except for the name board of the licensees no other name boards shall be placed on the said premises that the licensees shall not

use the said premises or any part thereof nor permit the same to be used for any illegal immoral or improper purposes nor shall he/she do or cause to be done or permit or suffer to be done upon the said premises or any part thereof anything which may offend against any statute law or notification rules and regulations made by the Government or local authority or which may cause damage to the said premises or any part thereof or to the adjoining flats or may effect prejudicially the interest of the Licensor. The licensees shall not keep any animals or the pets in the said premises.

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11. The Licensees shall not keep any hazardous or inflammable or illegal goods or articles in the said premises. The Licensees or their agents occupying the premises for residential purpose shall not throw any refuse or garbage or dirt out of the said premises either in the passage or staircase or landing or open chowk or in the compound of the said premises and generally shall not cause any nuisance or annoyance to the occupants of the adjoining premises.

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13. The Licensees shall not assign, mortage or charge or otherwise transfer the said flat nor shall sell sub-let or part with possession of the said flat or any portion thereof and this license shall be a personal one restricted to the use and occupation of the Licensees alone and is neither transferable or intended to be transferable and the said flat shall be used for the residential purpose only. The use or occupation of the said flat by any person other than the licensees without the written consent of the the Licensor shall be a breach of this covenant. The Licensees shall not carry on or permit or suffer in the carried on upon the said or any part thereof or any business.

14. That this agreement does not create any tenancy or sub tenancy and the Licensees shall not claim any right to tenancy sub tenancy or any other right in respect of the

use of the said premises it is being hereby expressly agreed that the Licensees agreed as under this agreement is and shall be thereof mere license nothing more under section 24 of the Maharashtra Rent Control Act, 1999, as amended upto date.

(emphasis supplied)

9. The leave and licence agreement in question is a registered document and therefore the Petitioner has complied with section 55 of the MRC Act. Clause 13 clearly stipulates that the suit flat 'shall be used for residential purpose only' which amounts to acceptance of restrictive use by the Respondent. There are three clauses – clause 2,11 and 13 making reference to only residential use as against two clauses – clause 1 and 9. Therefore overall reading of the agreement indicates purpose of licence as residential use of the suit-flat. Therefore application under section 24 of the MRC Act is maintainable.

10. This clearly shows that the Revisional Authority has not read the foundational document of leave and license as a whole and has only considered the selective clauses, for reasons best known to it. In such circumstances, in my view, the Revisional Authority has perversely appreciated the purpose of licence.

11. Secondly, the Revisional Authority has considered the film production contract (dated 20.02.2006) between the parties as well as photographs of the suit flat showing fixtures and furniture of commercial nature. The Revisional Authority considered clause 13 of the film production contract dated 20.02.2006 which speaks about Respondent's entitlement to recover the amount and having charge/lien over the estate of the Petitioner. The consideration of any other

document such as film production contract and the alleged liability arising thereunder, was clearly beyond the scope of Revisional jurisdiction of the Commissioner under Section 44 of the MRC Act. This consideration is also out side the jurisdiction of Competent Authority u/s. 24 of the MRC Act. Section 44 restricts the consideration to satisfaction of the Revisional Authority about the order of Competent Authority being in accordance with law.

12. In this regard, in **Surendra B. Agarwal (Supra)**, the learned Single Judge of this Court has already held that in application under section 24 of MRC Act and the consequent revision under Section 44, pendency of the suits in Civil Court or in other Competent Court relating to premises in dispute does not affect the jurisdiction of the Competent Authority and the Competent Authority has no statutory power to stay the proceedings on the ground of pendency of civil suit relating to the premises. It is also held that the issue of title to the premises cannot be decided in these proceedings. This judgment is directly supporting the case of the Petitioner, so far as the consideration by the Revisional Court of arbitral Award and the alleged resultant charge/lien on the said flat, is concerned.

13. The aspect of entitlement of either party arising out of terms and conditions of the film production contract is completely different subject and cannot be confused and brought into the present consideration under Section 24 of MRC Act. The Competent Authority had rightly kept the two subjects separate. However, the Revisional authority has unnecessarily mixed it.

14. Therefore, the consideration of liability arising out of film

production Contract was obviously beyond the scope of Section 44 of the MRC Act and impugned order suffers from such perversity.

15. Thirdly, the consideration of photographs showing fixtures and furniture of commercial nature, at the most, indicates the use of the suit flat by Respondent for commercial purpose. However, such user *per se* cannot legalize the commercial user of the suit flat, if the purpose of licence was residential. In any case, evidence of such as photographs and electricity bill showing commercial use will not establish the authority and purpose under which the suit flat was given on licence. The Judgment of **Shantaram Bhikaji (supra)** clearly supports the case of the Petitioner about the evidence such as electricity bill. It is held by this Court, in the said Judgment, that documentary evidence such as electricity bill, ration card, Aadhar card, PAN card at the most prove occupation, but not the authority under which the occupation is permitted. Therefore, reliance on photographs for concluding about the purpose of licence is perverse.

16. Fourthly, the Revisional Authority has also held that the Petitioner has failed to show how Respondent came in possession of suit flat after handing over its possession. This finding is in paragraph 18 of the impugned order. The only reference that can be found is to an undated possession letter on record. The learned Competent Authority has considered this document in detail in paragraph 8 of its order. The Competent Authority has considered that this possession letter stating that Respondent has handed over possession to the Petitioner, does not bear any date, nor there are any signatures of witnesses. The contents of this possession letter are silent about exactly which date the possession is allegedly given. The Competent Authority has also

considered that the Respondent has avoided to state as to exactly on which date the possession was given by the Respondent to the Petitioner. The fact that the Respondent has contested the petition with all the vigor and vehemence itself shows that Respondent is in possession of the suit flat. It is not even remotely suggested by any of the parties that the Petitioner has already received possession of the suit flat.

17. In **Deepak S. Kavadiya (supra)**, the learning Single Judge of this Court has considered various clauses of the concerned leave and licence agreements, which also reflected conflicting clauses about use of the flat for residential and business purpose. On consideration of various conflicting clauses and evidence on record, it has been held that cumulative effect is inescapable conclusion that the license is granted for residential use. Therefore the order of the Revisional authority was interfered with. In **Harish Kumar Narang (supra)** also, learned Single Judge of this Court has considered various causes of the license agreement to conclude about purpose of the license.

The present case stands on similar footing, albeit with more clauses making reference to 'residential use' and one of the clauses clearly stipulating 'use for residential purpose only'. The document of leave and licence is registered. The contentions of the Respondent in written statement are not supported by any witness by entering witness box. Therefore the cumulative effect in the present case also is an inescapable conclusion is that the leave and license was granted for the purpose of residential use only.

18. Clause 14 of the leave and license agreement clearly stipulates that the Respondent has agreed to Section 24 of the MRC Act being

applicable. Therefore, the Respondent cannot be heard to contend that application under Section 24 is not maintainable due to alleged mixed user. Though the parties can not confer jurisdiction by agreement, in the present case, even statutorily, section 24 applies because the Respondent is inducted under a leave and licence document for residential purpose.

19. The Petitioner has produced on record, orders of this Court dated 29.04.2011 passed in Arbitration Petition No. 449 of 2009 and order dated 02.08.2011 by the Division Bench of this Court in Appeal No. 320 of 2011. These orders clearly show that the Arbitration Award in favour of the Respondent has been set aside, which order is confirmed in appeal. Therefore, that part of reasoning, in the impugned order, based on alleged right to recovery of Arbitration Award amount from the estate of the Petitioner, has become non-existent during pendency of the petition.

20. According to the Respondent, Section 30 of MRC Act dis-entitles the Petitioner from relief under Rent Act due to statutory prohibition against conversion of residential into commercial premises. However, I have already held above that overall reading of the registered leave and license agreement in question, indicates that the purpose of license was for residential. Nothing is brought to the notice of the Court to show that any action is initiated against the Petitioner for violation of section 30. Therefore the interpretation of Section 30 as sought to be argued by the Respondent is not acceptable.

21. Now coming to the conduct of the Respondent's director -Mr. Mohd. Yasin - party in person. Record shows that on 28.03.2025, the

petition was fully heard by another bench of this Court (Coram : Madhav J. Jamdar, J.) but Mr. Mohd. Yasin, party in person sought adjournment. Thereafter, just two days before the Summer Vacation, on 07.05.2025, said party in person stated that he will require three more hours for arguments and the Court was constrained to adjourn it beyond vacation. Thereafter on 22.08.2025, the Petitioner again argued the matter fully and concluded before another bench of this Court (Coram : N. J. Jamadar J) but the said party in person again sought adjournment for making submissions and it had to be adjourned. In this factual backdrop, the matter has been fully argued again before me by both sides, including Mr. Mohd. Yasin, taking precious judicial time of three benches of this Court.

22. The Respondent has filed written submissions in February 2025 and April 2025. From the overall tenor of the written submissions and a few give-away features, such as green-box tick-marks, bullet-point-marks, repetitive submissions etc., this Court strongly feels that the submissions are prepared using an AI tool such as Chat GPT or alike. A strong pointer is seen from a reference made to one alleged caselaw “Jyoti w/o Dinesh Tulsiani Vs. Elegant Associates”. Neither citation is given nor a copy of judgment is supplied by the Respondent. This Court and its law clerks were at pains to find out this caselaw but could not find. This has resulted in waste of precious judicial time. If an AI tool is used in aid of research, it is welcome; however, there is great responsibility upon the party, even an advocate using such tools, to cross verify the references and make sure that the material generated by the machine/computer is really relevant, genuine and in existence. This Court finds that the Respondent has simply filed written submissions by signing them without verifying its contents. This practice of dumping

documents / submissions on the Court and making the Court go through irrelevant or non-existing material must be deprecated and nipped at bud. This is not assistance to the Court. This is a hurdle in swift delivery of justice. This Court will not take such practices kindly and it is going to result in costs. If an advocate is found to be indulging in such practice, then even stricter action of referring to Bar Council may follow.

23. The Respondent has filed Interim Application No.6969 of 2005 praying for initiation of perjury proceedings and contempt proceedings against the Petitioner and for direction to the Petitioner to produce statutory approvals obtained from MHADA, Municipal Corporation and Electricity company for installation of the three phase commercial electricity connection to the suit flat and in case of failure of the Petitioner to produce such approvals, for direction to the authorities to register an FIR against the Petitioner for submitting allegedly forged and fabricated documents. The judgment of **M. S. Ahlawat Vs. State of Haryana & Ors (MANU/SC/0687/1999)** is relied upon by the Respondent, in this regard.

24. Mere look at the omni-bus prayers made by the Respondent makes it clear that they are far beyond the remit of this petition. Record does not show that the Petitioner has submitted any false affidavit or made any misleading representation or suppressed material facts as alleged by the Respondent. There is no willful breach of court's order or misleading of this Court or interference with administration of justice, as alleged by the Respondent. There is no deliberate suppression of material facts. The statutory approvals from various authorities is not subject matter of application under Section 24 of MRC Act. Therefore

direction to the Petitioner to produce such approvals or registration of FIR in case of failure to do so is out of question.

25. There is no suppression of earlier agreement or approval from authorities as alleged by the Respondent. The cause of action for seeking eviction of the Respondent arose during pendency of the last leave and license agreement dated 05.01.2007 and therefore non reference to earlier leave and license agreement, if any, cannot amount to suppression of material fact. As already indicated above, the approvals from various authorities regarding three phase connection is outside the scope of consideration under Section 24 or 44 of MRC Act and therefore cannot amount to suppression of material fact as alleged by the Respondent.

26. From the omnibus submissions made by the party in person in support of IA/6969/2025, it is clear that this application is nothing but an attempt by the Respondent to pressurize the Petitioner. Unnecessarily, precious judicial time of this Court has been taken, not once but thrice. For such conduct, in my view, the Respondent must be saddled with costs.

27. So far as reliance placed by the Respondent on the case of **Sau. Rekha Pramodrao Deshmukh V. Shri Gajanan Maharaj Sansthan (WP/2482/2015 Judgment dated 23.12.2015)** is concerned, perusal of the said judgment indicates that the question involved therein was whether provisions of Section 24 of MRC Act would entitle the landlord to recover the possession of premises given for 'business purpose' on expiry of the license. In that case, the license was granted for 'a shop' to conduct business of sale of prasad. It is therefore clear that the facts of

said case were completely different and residential flat was not at all involved. In the present case at hand, admittedly subject matter premises is 'a flat' in residential building. In that view of the matter, the said judgment will not help the Respondent.

28. The judgment of **S.P. Chengalvaraya Naidu (Dead) by L.R.S. V. Jagannath (Dead) by L.R.S. And Ors. [(1993) Supp. 3 S.C.R. 422]** is relied upon by the Respondent to contend that the Petitioner has not come before the Court with clean hands and further in support of his case that vital and relevant documents are not produced and fraud is played on Court. Since it is found on facts in the present case that, no such attempt to play fraud on the Court has been made and there is no non-production of relevant/vital documents as alleged or otherwise, this judgment will not help the Respondent.

29. **Suzuki Parasrampuria Suitings Pvt. Ltd. V. The Official Liquidator (Civil Appeal No.10322 of 2018 decided on 08.10.2018)** is relied upon by the Respondent about shifting stands and approbation and reprobation. It is the contention of Respondent that the Petitioner has relied on a possession letter, however, has denied it in the evidence. It is further contention of the Respondent that the Petitioner claims premises as residential premises while maintaining commercial electricity connection. I have already considered the aspect of possession letter which is considered by the Competent Authority. Since the said document is undated and without any witnesses as well as since the Respondent has not entered the witness box, the said letter has already been disbelieved by the Competent authority and rightly so. Therefore, on the facts of the present case, which are distinguishable, the said judgment will not advance the case of the Respondent.

30. The Respondent has relied upon **K. Valarmathi & Ors. V. Kumaresan (Civil Appeal arising out of SLP (C) No. 21466 of 2024 judgment dated 29.04.2025)** for reminding limits of supervisory jurisdiction of this Court under Article 227 of the Constitution of India. There is no dispute about this proposition of law as laid down by the Hon'ble Supreme Court. However, in the facts of this case, as already explained, approach of Revisional authority under Section 44 of the MRC Act is found to be totally perverse and there is error apparent on the face of the record. Therefore, interference is found necessary. In that view of the matter, the said judgment will not advance the case of the Respondent.

31. The judgment of **Central Board of Dawoodi Bohra Community & Ors. Vs. State of Maharashtra & Ors. (MANU/SC/1069/2004)** is also relied upon by the Respondent, however, even relevance of this judgment is not explained. Hence it does not advance the case of the Respondent.

32. In the aforesaid facts and circumstances, the impugned order requires interference and therefore the petition succeeds. The impugned order dated 02.09.2009 in Rev. No. 132/2009 is set aside. Rev. No. 132/2009 is dismissed, thereby confirming the order of eviction passed by the Competent Authority in Case No.38 of 2008 dated 15.04.2009. Rule is made absolute in above terms.

33. IA/6969/2025 is dismissed.

34. Respondent is directed to hand over possession of the suit flat

to Petitioner. The eviction order becomes executable forthwith.

35. Respondent is directed to pay costs of Rs. 50,000/- to High Court Employees Medical Fund, within a period of 2 weeks from today and submit the proof of payment in the Registry.

(M.M. SATHAYE, J.)