

Exh. O –

**IN THE INDUSTRIAL COURT, MAHARASHTRA,**

**BENCH AT : JALNA**

**(PRESIDED OVER BY SAMIR S. KANTHALE, MEMBER)**

**Complaint (ULP) No. 115 of 2018**

**(CNR No. : MHIC-21000-267-2018)**

Maharashtra State Transport Kamgar	}	
Sanghtana, Through its Divisional Secretary	}	
Shri. Govind S. Vaidya	}	
M.S.R.T.C. Parbhani	}	
Age – 35 years, Occu. Service	}	
R/o. Tal. & Dist. Parbhani	}	.... Complainant

**Versus**

M.S.R.T.C. Parbhani Division Parbhani	.... Respondent
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**Appearance** :- Adv. Shri. S. K. Deshmukh for complainant.

Adv. Smt. M. B. Ambekar for respondent.

**ORDER BELOW EXH.C-5**

(Delivered on 06/02/2019)

- (1) Perused the application for vacating order dated 03/10/2018 (Exh.O-1) granting interim relief, and the request to review the same. Heard Learned Advocate for respondent.
- (2) It is stated in this application that on 03/10/2018 this court had allowed interim relief application Exh.U-2 in favour of the complainant union. The respondent has now filed its say and written statement on 16/10/2018. Request is therefore, made to vacate the interim order and review the same.
- (3) I have gone through the reply tendered by the respondent. It is an admitted fact that the respondent had let out an office premises to the complainant union on monthly rent of Rs.600/-p.m. under a rental agreement dated 16/12/2013. It is further not in dispute that the complainant is presently in possession of the said premises under the said agreement. The respondent has raised a plea that the

complainant union had committed defaults in regularly paying the rents, and as such the respondent is entitled to recover the possession back.

(4) The documents filed by the complainant, however, reflects that the complainant had repeatedly issued letters dated 15/07/2017 and 16/08/2017 requesting the respondent to accept the rent. However, the respondent, on its own, reply by letter dated 05/09/2017, that it has received instructions from the management not to accept any further rents from the complainant union, till further orders. The respondent then issued letter dated 02/11/2017, demanding to pay Rs.24,698/- towards arrears of rent. However, replied dated 02/12/2017, the respondent again changed its stand, and informed that its earlier letter dated 02/11/2017 demanding the rent, is kept on hold, and there are no further directions received to accept the rent.

(5) It is, however, astonishing to note that after informing the complainant of its decision not to accept the rents till further orders, the respondent made volt a face, and

issued letter dated 27/09/2018 blaming the complainant on breach of agreement, by defaulting to pay outstanding rent of Rs.34,326.33/-, and thus prohibited the complainant from using the rented space w.e.f. 28/09/2018.

(6) It is further seen that, following the said communication, the complainant promptly paid up the outstanding amount of rent i.e. 34,326.33/- on 29/08/2018. The original receipt of payment is also tendered on record.

(7) The aforesaid fact, has also been observed by me in my earlier order dated 03/10/2018 (**Exh.O-1**), and accordingly, I have held that the very ground of default and consequent breach of agreement now ceases to exist. Accordingly, observing the complainant to be in possession of the premises on rent, his possession was protected in terms of contract of tenancy during the pendency of complaint. No new facts have been brought out in the reply and written statement by the respondent, to require vacating or review of the interim relief order dated 03/10/2018. On the contrary, the pleadings and the documents prima-facie reflect that even the ground of

default in paying rent, is not genuine, as it was the respondent-corporation itself who declined to accept the rent, even though offered by the complainant union from time to time.

(8) Thus, in view of aforesaid prima-facie situation, it is desirable to protect the possession of the complainant union as a tenant, as before, till the complaint is decided. There would be no prejudice caused to the respondent by maintaining and continuing the interim order. It is open to the respondent to prove in course of trial, its entitlement to recover possession, and accordingly recover so, by following due process of law.

(9) Thus, for the forgoing reasons, application for vacating the order dated 03/10/2018 and review thereof is rejected.

**Place :- Jalna**

**Dated :- 06/02/2019**

RCK/-

**Sd/-  
(Samir S. Kanthale)  
Member,  
Industrial Court, Jalna**