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DECREE

Exh. 52
A.

RAER St. 957/18.

**IN THE COURT OF SMALL CAUSES AT MUMBAI
AT BANDRA, MUMBAI**

RAE & R Suit No. 619 of 2018

ENR No. MHSCA3-001343-2018

Smt. Anupama Vishwanath Pednekar,)
Age: 56 years, Occ: Housewife)
having address at Sadafull, Pednekar)
Wadi, Ketkipada, Dahisar (East),)
Mumbai 400 068.) Plaintiff
Email: P.dhanashree@gmail.com
V/s. 9029023300/

Mr. Ismail Amir Shaikh, Son Adull.)
Age: Not known, Indian Inhabitant,)
Occupation : Not known,)
Room No.12, Pednekar Chawl,)
Ketkipada, Dahisar (East),)
Mumbai 400 068.) Defendant

: THE PLAINTIFF ABOVENAMED STATES AS UDNER :

1. The Plaintiff and the Defendant are residing at the address as mentioned in the cause-title above.
2. The Plaintiff is the landlady/owner of the immoveable property being the plot of land bearing C.T.S.No.3039 (Pt) of Village Dahisar, Taluka Borivali, Mumbai Suburban District alongwith a chawl structure in the said property popularly known as Pednekar Chawl and situated at Pednekar Wadi, Ketkipada, Dahisar (East), Mumbai 400 068. The said plot of land alongiwth the said Pednekar Chawl is hereinafter referred to as the "suit property". The said Chawl is comprised of 14 tenements. The Plaintiff has been paying all outgoings, taxes, assessments in respect of the said property together with the chawl structure to Municipal Corporation of Greater Mumbai. The Plaintiff has been collecting rents from the tenants occupying the tenements in the said property and issuing rent receipt to the respective tenants of these tenements. The Plaintiff craves leave to refer to and rely upon the documents of her title,



Assessment/Property Tax, bills, receipt of payments, counterfoils of rent receipts etc. when produced. East - Namdev Pahanewad Chawl, West - Babu Pednekar Chawl, North - Room of Mrs. Jyoti South - Road.

3. The said property and said Pednekar Chawl devolved on the Plaintiff through her husband who expired long back on 4th August 1992. She has been maintaining the said property, managing and looking after affairs thereof till date as owner thereof. The said property and the income derived through it by way of rent, compensations, etc. is the only source of her livelihood.
4. The Defendant is occupying one of the tenements in the said Chawl being Room No.12 since August 2006 in the said property which originally admeasured about 12'x8' sq. ft. (96 sq. ft.). The said Room No.12 is hereinafter referred to as the "suit premises" and the said Pednekar Chawl is hereinafter referred to as the "suit chawl" for the sake of brevity. The Plaintiff has been paying Assessment taxes in respect of the suit chawl structure to the Municipal Corporation.
5. The Plaintiff states that one Smt. Uma Brijbhan Gupta, who was the tenant in respect of the suit premises, had put the Defendant in possession of the suit premises somewhere in August 2006. The Defendant initially was paying rent in respect of suit premises @ Rs.125/- per month to the Plaintiff till 2009, however, later he stopped paying rent in spite of repeated demand of the Plaintiff. He kept assuring to pay rent but in fact he failed and neglected to pay, till date. The Defendant is thus in arrears of rent for a longer period and deliberately failed and neglected to pay the arrears in spite of repeated demand of the Plaintiff. The copies of some of the rent receipts till February 2009 are annexed hereto and marked as **EXHIBIT "A" (colly.).**

6. The Defendant has also carried out structural additions and alternation to the suit premises by raising an attic floor and constructing a room above the said Room No.12 i.e. the suit premises, illegally without Plaintiff's permission or any permission from the concerned Municipal authority. The said construction is unauthorized. Photographs of the said unauthorized construction work is hereto annexed and marked as **EXHIBIT "B" (colly.)**.
7. The Plaintiff therefore through her advocate's notice dated 18th December 2017 called upon the Defendant to remove the said unauthorized construction work and said attic floor and also to pay the arrears of rent to the tune of Rs. 13,250/- in respect of suit premises within a period of 90 days from the date of receipt of the said notice by him, and failing compliance, she would initiate eviction proceedings against him for recovery of rents, mesne profits and possession of the suit premises. The Defendant received the said notice on 28th December 2017. Hereto annexed and marked as **EXHIBIT "C"** is the copy of the said legal notice dated 18th December 2017 and **EXHIBIT "D"** are the copy of postal receipt and acknowledgement.
8. The Plaintiff states that in spite of receipt of the said notice the Defendant failed and neglected to pay nor showed any inclination to pay the arrears of rent or to remove the unauthorized construction which he has carried out to the suit premises by raising an attic floor. The Defendant has no intentions to pay However, the Plaintiff now learnt that the Defendant is trying to unilaterally dispose of the suit premises by creating some third party right, interest after the receipt of above notice. At the instance of Defendant some brokers/agents are bringing some inclined buyers to suit premises and the Defendant is trying to deal with and transact in respect of the



suit premises with them. The Defendant has also not replied to the above legal notice dated 18th December 2017 in spite of receiving the same.

9. The Plaintiff apprehends, since the Defendant is not only in default and arrears of rent, but having carried out illegal construction on the said tenanted premises in a high-handed manner without the written permission, consent or NOC from the Plaintiff land lady, to avoid repercussions of his defaults and his illegal act and conduct, he is now trying to forthwith deal with the suit premises by creating third party right, interest therein. Under the circumstances, the Plaintiff has no other alternative but to file the above suit.
10. The Plaintiff submits that grave and irreparable loss, harm and prejudice will be caused to the Plaintiff if the Defendant succeeds in disposing of or dealing within in respect of the suit premises by creating third party right, interest, which cannot be compensated in terms of money. The Plaintiff therefore entitled for urgent interim relief of injunction against the Defendant. The Plaintiff submit that no harm, loss and prejudice will be caused to the Defendant if the interim relief of injunction is granted in Plaintiffs favor.
11. The Plaintiff submits that since the Defendant failed in paying the arrears of rent his tenancy shall stand terminated after stipulated period of 90 days and the suit may be proceeded with accordingly for eviction of the Defendant from the suit premises, recovery of mesne profits, etc.
12. The Plaintiff states that there are 14 tenants in the suit chawl and they are regular in payment of the monthly rents to the Plaintiff except the Defendant. He has also created some documents like, ration card, PAN card, Adhar Card etc, which



he is trying to misuse in dealing with and transacting in respect of the suit premises.

13. The Plaintiff submits that she has Two married daughters Two unmarried. She has no son and her daughters are her family while daughters are facing acute accommodation problem. Thus, the Plaintiff requires the suit premises for bonafide residential purpose of her expanded family.

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13a. That the Defendant, in Paragraph No. 6, of his Written Statement questioned the ownership of the Plaintiff as the owner/Landlady in respect of Suit Property including Suit Premises. The Defendant, therefore liable to evicted on the ground of denying Plaintiff's ownership in the respect of subject property. For the said reason also the Decree of eviction be passed against the Defendant.

14. The Plaintiff states that the suit premises is situated at said Pednekar Chawl, situate at Ketkipada, Dhahisar (East), Mumbai 400 068 which falls within the local jurisdiction of this Hon'ble Court. The suit is between the landlord and a defaulting tenant. Hence, this Hon'ble Court has territorial as well as pecuniary jurisdiction to entertain and try the present suit.

15. The last rent paid by the Defendant in respect of the suit premises was @ Rs.125/- per month @1500 p.a. & arrears of Rent Rs. 13,250/- aggregating. The Plaintiff has paid court fee of Rs.2180/- total claim 14750.

16. *The area in which suit property/suit premises is situated is not declared as "slum". Hence, the provisions of Slum Act, 1971 do not apply.*

- 16a. The claim is not barred by the law of limitation Act.

17. The Plaintiff has not received any caveat from the Defendant or any other person.

17a. The suit is filed u/s 16 (1) (g) & 16 (1) (n) of MRC Act, 1999.

18. The Plaintiff being the owner of the suit property is aware of the facts of the case and able to depose the same on oath. She has signed and verified the plaint.

19. The Plaintiff has not filed any other suit or proceedings in any other court or High Court, Mumbai on the same subject matter.

20. The Plaintiff will rely upon the documents a list whereof is annexed hereto.

The Plaintiff therefore prays:

(a) That the Decree of eviction be passed against the Defendant and the Defendant be directed to hand over vacant and peaceful possession of the suit premises viz. Room No.12, on Ground Floor, at Pednekar Chawl, situated at Pednekar Wadi, Ketkipada, Dahisar (East), Mumbai 400 068.

(b) The Defendant be directed to pay the arrears of rent for a sum of Rs.13,250/ to the Plaintiff @ Rs. 125 Per month.

(c) That the Defendant be ordered and decreed to pay mesne profit to the Plaintiff by conducting inquiry to that effect.

(d) That the Defendant his relatives, agents, servants or any other person or persons claiming through the Defendant, be restrained by a permanent order and injunction of this Hon'ble Court from dealing with, disposing off, selling, alienating, mortgaging or creating third party right, interest or in any manner whatsoever in respect of the suit



premises or any part thereof, thereby affecting the rights and entitlements of the Plaintiffs as owner/landlady in respect of suit premises in any manner whatsoever.

(e) That pending the hearing and final disposal of the suit, the Defendant, his relatives, agents, servants or any other person or persons claiming through the Defendant, be restrained by a temporary order and injunction of this Hon'ble Court from dealing with, disposing off, selling, alienating, mortgaging or creating third party right, interest in any manner whatsoever in respect of the suit premises or any part thereof, thereby affecting the rights and entitlement of the Plaintiff as owner/landlady in respect of the suit premises in any manner whatsoever.

(f) Interim and ad-interim reliefs in terms of prayer (b) and (c) and (d) above;

(g) Cost of the suit be provided for;

(h) Such other and further reliefs be granted in the as this Hon'ble Court may deem fit and proper;

MUMBAI DATED THIS 25th DAY OF October 2018.

sd-

Advocate for Plaintiff

sd-

Plaintiff

VERIFICATION :

I, Smt. Anupama Vishwanath Pednekar, aged adult, Indian Inhabitant of Mumbai, occupation landlady/housewife, having address as shown in the cause-title of the Plaint do hereby solemnly state and declare that whatever stated in the foregoing para 1 to 16 of the plaint is true and correct to my own knowledge and belief and I believe the same to be true. Whatever stated in rest of paragraph No. 17 to 23 are the legal submission and prayers and based on information and belief I also believe the same to be true.

Solemnly declared at Mumbai)
this 25th day of October, 2018)

Explained, Interpreted and

Identified by me;

sd/-

Before Me;

sd/-

Advocate for Plaintiff



RE-VERIFICATION

I smt, Anupama Vishwanath Pednekar, aged 58 years, Indian Inhabitant of Mumbai, occupation - Landlady/Housewife, having address as shown in the cause title of the plaint, do hereby solemnly state and declare that whatever stated in the foregoing paragraphs of the plaint is true and correct to my own knowledge and belief and I believe the same to be true.

Solemnly declared at Mumbai)
this 6th day of June, 2023)

sd/-

Before me,

Identified by me,

sd/-

Adv. for Plaintiff

**IN THE COURT OF SMALL CAUSES AT MUMBAI
(BANDRA BRANCH)**

R.A.E.R. SUIT NO. 200619 OF 2018

(CNR NO. : - MHSCA3-001343-2018)

DECREE

Smt. Anupama V. Pednekar

...Plaintiff.

V/S

Mr. Ismail A. Shaikh

...Defendant.

Coram : R. R. Kale

Judge, C.R.No.36 [B.B.]

Date : 23rd June, 2025

Claim : Rs. 14,750/-



This suit coming on the 23rd June, 2025 for final disposal before the Hon'ble Judge Smt. R. R. Kale in the presence of Mr. S. V. Masurkar, Ld. Advocate for the Plaintiff absent and Mr. S. K. Shinde, Ld. Advocate for the Defendant absent

: ORDER :

1. The suit stands partly decreed with costs.
2. The defendant is hereby ordered and directed to deliver vacant, quiet and peaceful possession of the suit premises viz. Room No. 12 on Ground Floor at Pednekar Chawl situated at Pednekar Wadi, Ketkipada, Dahisar (East), Mumbai - 400 068, to the plaintiff within a period of sixty days from the date of this order.
3. The defendant is hereby ordered and directed to pay the

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arrears of rent at the rate of Rs. 125/- per month for 36 months prior to date of filing of the suit, to the plaintiff within a period of sixty days from the date of this order.

4. Decree be drawn up accordingly

Sd/-

(R. R. Kale)
Judge,
C.R. No. 36

Date : 23rd June, 2025



IN THE COURT OF SMALL CAUSES AT MUMBAI
(BANDRA BRANCH)

R.A.E.R. SUIT NO. 200619 OF 2018 ✓

(CNR NO. : - MHSCA3-001343-2018 ✓

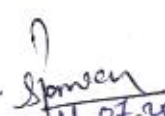
BILL OF COST

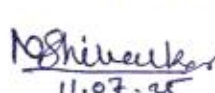
	Plaintiff ✓	Defendant ✓
Stamp of Plaintiff	2180.00	00.00
Stamp on S.V.	10.00	10.00
Stamp on applns./Exh.	60.00	00.00
Pleaders Fee	448.00	448.00
Commissioners Fee	00.00	00.00
Subsistence of witness	00.00	00.00
Service of Process	07.00	00.00
TOTAL	2705.00	458.00

Given under my hand and seal of this Court Dated this
23rd June, 2025.




(R. R. Kale)
Judge,
C. R. No.36 (B.B).

Typed by : Smt. S. K. Jadhav, Clerk-Typist - 

Compared by: Smt. N. M. Shivalkar, JC 

Advocate for the plaintiff, Mr. S. V. Masurkar :-

Advocate for defendant, Mr. S. K. Shinde :-

