


MHGA110000732024 	Received on	:-	01.03.2024
	Registered on	:-	01.03.2024
	Decided on	:-	30.03.2026
	Duration	:-	02Years 00Months 29Days
	<b>Exhibit No.64</b>		

<b><u>IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION, KURKHEDA,</u></b> <b><u>DISTRICT : GADCHIROLI.</u></b> <b>Presided over by N.P. Deshpande</b>		
<b>REGULAR CIVIL SUIT NO. 03/2024</b>		
<b>PLAINTIFF</b>		<b>Smt. Kamalabai Hariram Parshuramkar,</b> Age:- 84 Years, Occupation : Household, R/o. Andhali, Taluka:- Kurkheda, District: – Gadchiroli.
<b>-VERSUS-</b>		
<b>DEFENDANT</b>		<b>Manager/President,</b> <b>Kamala Nehru Girls Hostel</b> <b>Through Smt. Suwarna Dilip Koche,</b> Age:- 58 Years, Occupation : Service, R/o. Kurkheda, District: – Gadchiroli.

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**FOR RECOVERY OF ARREARS OF RENT AND FOR COMPENSATION**  
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**Appearance:**

Ld. Advocates Shri. P.N. Budhhe and A.P. Nakde for Plaintiff

Ld. Advocate Shri. N.S. Walesha, for the Defendant

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**J U D G M E N T**

(Delivered on 30th March, 2026)

1] Present suit is filed by the plaintiff for recovery of arrears of rent Rs. 8,992/- per month from November 2018 till September 2022 to the tune of Rs. 4,13,662/-, compensation of Rs.85,000/- total amounting to Rs.4,98,632/- for rented house property No. 266 ( Old) New House property No. 85 situated at Gandhi Ward Kurkheda which is bounded as at the East- houses of Santosh Chandak and Mukesh Makhija, at West- Nagar Panchayat Road, at the North- House of Omkar Thalal and at the North- house of Nandkishor Bathhal. (Hereinafter referred as the suit property)

**The Plaintiff's case is as under :-**

2] Plaintiff is the owner of the suit house having three blocks of three rooms each constructed in it. The defendant is the Manager or the Director of the Kamala Nehru Girls Hostel Kurkheda. In November 2018, defendant took the suit property on lease and executed lease agreement for 11 months in favour of the plaintiff in presence of the witnesses. After completion of the 11 months lease period, the defendant did not renew the lease agreement and continued the hostel in the suit house. In spite of demanding the rent, defendant avoided to pay the same on the ground of non receipt of it from the Government. On 05.09.2022, without giving notice to the plaintiff, defendant took out all the luggage and material from the suit property by taking out ceiling fans and lights of it causing financial loss of 85,000/- to the plaintiff left the rented suit house. Thereafter respectively on 23.09.2022 and 25.01.2023 plaintiff

issued demand notices to the defendant for arrears of rent. However, defendant failed to pay the rent and compensation. Plaintiff constrained to file the present suit. Hence, she prayed to decree the suit with costs.

3] Defendant filed her written statement at Exh-12. As per her contentions in the year 2019 the girl hostel was shifted on the rent basis in the suit property as the accommodation for the girls hostel was needed. However, the condition of the suit property was not good for habitation of the students. The suit property was dilapidated, there was no facility of drinking water, on one occasion a snake used to enter in it. In March 2020, due to Covid out break lockdown was declared. Thereafter, all the students returned to their native places. Therefore, for a long time the suit property was not in use. In June 2020, it was informed to the plaintiff that the suit property was not required for the hostel and same is going to be vacated. The major portion of the suit property is vacated in March 2020 and in some portion, the Articles of hostel were lying. There was specific understanding with the plaintiff that the suit property is not being used and therefore there was no question of payment of any rent for it. With these understandings between the plaintiff and defendant all the articles of hostel were kept in one room. Already all the rent till March 2020 was paid to the plaintiff. There is no due of the rent towards the defendant and she is not liable to pay the same. Hence, defendant prayed to dismiss the suit with costs.

4] **Admitted facts:-** It is an admitted fact between the parties that suit property was lent to the defendant for girls hostel. Only the

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(Judgment Exh. 64)**

controversy between them is that as per plaintiff, the lease was commenced from November 2018. Whereas as per defendant it was commenced in the year 2019. It is admitted fact for defendant that from the year 2019 till March 2020, the suit property was leased to the defendant for the Girls hostel.

5] On the rival pleadings of the parties, issues are framed at Exh.15. I have reproduced same. My findings with reasons thereon are as under :

<b>Sr. No.</b>	<b>Issues</b>	<b>Findings</b>
1]	Does plaintiff prove that she lent house property no. 266(New Property No. 85) situated at Gandhi Ward Kurkheda to the defendant from November 2018 to September 2022 at the monthly rate of 8,992/- ?	Partly in affirmative to the extent of period from 20.05.2019 to 05.09.2022
2]	Does the defendant prove that in the year 2019 the girl hostel was shifted on the suit property ?	In the Affirmative
6]	Does plaintiff prove that defendant is in arrears of rent from November 2018 to September 2022 in all 46 months at the rate of Rs. 8.992/- total worth Rs. 4,13,632/- ?	Partly affirmative to the extent from the period 20.05.2019 till 05.09.2022
7]	Does defendant prove that on 05.09.2022 defendant vacated the suit property by removing fans and lights belonging to the plaintiff and caused loss to her worth Rs. 85,000/- ?	Partly affirmative to the extent of Rs.3,100/-
8]	Is plaintiff entitled for the recovery of arrears of rent and loss caused to her ?	Plaintiff is entitled Rs.1,48,470/-

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	What is the amount of arrears and loss ?	
9]	Is plaintiff entitled for the interest at the rate of 18 percent per annum ?	Plaintiff is entitled for 6% per annum interest from 01.03.2024
10]	What order and decree?	As per final order.

**REASONS**

6] Plaintiff has examined her PW-1 her son and Power of Attorney Pundalik Hariram Parshuramkar at Exh.16, PW-2 Santosh Narayan Meshram at Exh.38 as attesting witness of rent agreement. Plaintiff relied upon following documentary evidence.

- i] Power of Attorney deed dated 08.08.2024 at Exh.17.
- ii] Office Copies of notices dated 23.09.2022 and 25.01.2023 respectively at Exh.18 and 19.
- iii] Postal receipt dated 24.09.2022 and 25.01.2023 at Exh. 20 and 21.
- iv] Rent agreement dated 20.05.2019 at Exh.30.
- v] Evidence closing Pursis dated 10.11.2025 at Exh-48.

7] In support of the defence, defendant DW-1 Suvarna Dilip Koche examined her at Exh-49, DW-2 Ranjana Kisan Madavi at Exh-53, DW-3 Devika Kailash Deshmukh at Exh-54 and DW-4 Shravani jagan Aha at Exh.55. Defendant closed her evidence vide pursis Exh. 59.

8] Heard learned advocate Shri A.P. Nakade appearing for

plaintiff and learned advocate Shri. Nikhil Walesha appearing for defendant. Learned Advocate for defendant also filed his written notes of arguments at Exh.63. I have gone through the written notes of argument of defendant. Learned advocate for defendant relied upon following decisions. I have gone through these decisions.

i) In *Man Kaur (deceased by Lrs.) Vs. Hartar Singh Sangha reported in 2010, AIR SCW 6198* where in it was issue before the Court of readiness and willingness to perform contract and power of attorney holder of the purchaser and property dealer were engaged by the plaintiff having no personal knowledge. Therefore, Hon'ble Apex Court held that they cannot give evidence about readiness and willingness of the plaintiff. In the present case, the POA PW-1 is the son of the plaintiff who is 84 years old lady. PW-1 POA is having personal knowledge of all the fact in the suit. Therefore, the factual matrix in the cited decision are not applicable to the present suit. Hence, I respectfully submit that the aforementioned decision is not applicable to the present suit.

ii) In *Adivekka and ors Vs. Hanmavva Kom Venkatesh (deceased by Lrs.) and another reported in AIR 2007 SUPREME COURT 2025* where in defendant did not examine herself and examine her husband and other witness. Therefore, as per Section 114 of the Evidence Act Hon'ble Supreme Court held that non examination of the defendant is a ground of adverse inference against it. However, in the present suit the POA PW-1 is the son of the plaintiff who is 84 years old lady. PW-1 POA is having personal knowledge of all the fact in the suit. Therefore, the factual matrix in the cited decision are not applicable to the present suit. Hence, I respectfully submit that the aforementioned

decision is not applicable to the present suit.

**As to Issue No. 1 & 2 :-**

9] Issues No. 1 and 2 are interlinked. Therefore I am taking both these issues together for discussion. As per evidence of PW-1 POA Pundalik Parshuramkar at Exh-16 in November 2018 defendant took the suit property on lease and she executed rent agreement in favour of plaintiff at monthly rate of Rs.8,992/- in presence of Banwari Urkuda Bagde and Santosh Narayan Meshram. As per evidence of PW-1 after the rent agreement defendant never got renewed it and continued the hostel in the suit property till 05.09.2022 without payment of agreed rent.

10] Plaintiff submitted rent agreement in evidence at Exh.30 dated 20.05.2019. During cross examination of defendant, PW-1 admitted that rent agreement Exh.30 is executed on 20.05.2019, it was effective for 11 month from it and it was not renewed. PW-1 denied that in June 2020, defendant vacated the suit property and gave its intimation to the plaintiff. So also, PW-1 denied that only some luggage of some girls was remained in suit property and plaintiff and he himself denied to return the same when they came to ask for it. So also he denied that in June 2020 defendant left the suit property and there was no due against her. As per admission of PW-1 in cross-examination three blocks of three rooms each along with toilets and bathrooms were included in the suit property.

11] PW-2 Santosh Meshram deposed at Exh. 38 that he is the Junior Lecturer of Swarnadip Kanya High School and Junior College Kurkheda since from 1997, defendant Suwarna Koche is its director who runs girls hostel. In the year 2018, the suit property was taken on

rent by the girls hostel and accordingly on 20.05.2019 defendant executed rent agreement Exh.30 in favour of plaintiff in his presence at Swarnadip High School and Junior College Office Kurkheda on the monthly rent of Rs.8,992/- and it bears his signature and signature of defendant Suwarna Koche.

12] It is pertinent to note here that PW-2 is the Lecturer working in the college of defendant, additional chief examination of PW-2 was completed on 04.09.2025. However, PW-2 does not remain present on next date 20.09.2025, 26.09.2025, 09.10.2025 and on 14.10.2025 plaintiff filed application Exh.43 to the effect that defendant is pressurizing to PW-2 for not to adduce his evidence in the suit. Thereafter, summons was issued to PW-2 and he appeared for cross-examination on 30.10.2025. Thereafter, PW-2 admitted in cross that Exh.30 was not executed in Swarnadip High School and Junior College Kurkheda. Thus, definitely PW-2 being employee under management of defendant Suwarna Koche who was the witness to Exh.30 and it appears that defendant was pressurized to PW-2 and got some admissions to the effect that agreement Exh.30 was not executed at his high school.

13] DW-2 Ranjana Kisan Madavi who is the warden of girls hostel of defendant admitted in cross-examination by plaintiff at Exh 53 that stamp paper of agreement Exh.30 was purchased under her signature and it bears signature of defendant Suwarna Koche. Thus, conjoint evidence of PW-2 and DW-2 shows that agreement Exh.30 bears signature of defendant Suwarna Koche and it was executed on 20.05.2019. Although, it is pleading of the plaintiff that suit property was rented to defendant in November 2018, however there are no

contents in Exh.30 to that effect and it appears from the contents of Exh.30 that the lease was commenced from 20.05.2019 itself on date of execution of Exh. 30 rent agreement. Thus, from aforesaid discussion, it is proved that the date of commencement of the lease of the suit property was 20.05.2019.

14] As per evidence of PW-1 at Exh.16 till 05.09.2022 defendant did not leave the suit property without its renovation of lease. As per evidence of PW-2 Santosh Narayan Meshram at Exh.38 lease was continued till 2022. However, defendant did not cross-examine PW-2 therefore by conjoint evidence of PW-1 and PW-2, the plaintiff has proved that defendant left the suit property on 05.09.2022. Now, onus is shifted upon the defendant that she vacated the girls hostel from the suit property either in March 2020 or June 2020 and did not continue it till 05.09.2022.

15] As per evidence of DW-1 Suwarna Koche at Exh.49 that the suit property was vacated in March 2025 (instead of mentioning as March 2020). During cross-examination she denied that in 2022 she vacated the suit property. As per evidence of DW-2 Ranjana Kisan Madavi at Exh.53, DW-3 Devika Deshmukh at Exh.54 and DW-4 Shrawani Aha at Exh.55 they left the suit property in March 2020. However, as per admission of DW-2 Ranjana Kisan Madavi who is the Warden of the Girls Hostel of defendant, they did not took the luggage of the students from the suit property till construction of new building of hostel in 2022 and it was still lying in the suit property till 2022. So also, DW-2 admitted that their management did not give notice to the plaintiff in respect of vacating the suit property in the year 2022. As per admission of DW-3, in March 2020 she and most of the students

went at their own houses, keeping their luggage in the hostel situated in the suit property. As per admission of DW-4, they took their luggage in their newly constructed hostel from the suit property in the year 2022.

16] Thus, overall admissions of DW-2 to DW-4 shows that although DW-1 has taken the stand that the suit property was vacated in March 2020 however in fact the hostel in the suit property was continued till 05.09.2022, till the completion of construction of new hostel building of the defendant at Kurkheda. So also, it is seen that no written notice was given by the defendant or her hostel from March 2020, in June 2020 or till 05.09.2022 for vacating the suit property. Sum and substance, it is proved that when defendant has taken the lease of the suit property of three blocks of three rooms each, without renewing lease agreement Exh.30 dated 20.05.2019 the hostel was continued till 05.09.2022 in the suit property.

17] From the aforementioned discussion it is proved that suit property was rented to the defendant on 20.05.2019 by way of rent agreement Exh.30, it was vacated on 05.09.2022, as per lease agreement Exh.30 the monthly rent was fixed to the tune of 8,992/- and lease was ended on 05.09.2022 without any returned notice to that effect. So also, from aforementioned discussion it is proved that the lease was commenced on 20.05.2019 which means that it was commenced in 2019 as per the pleading of the defendant. Hence, my finding to the issue no.1 is partly affirmative to the extent of period commencing from 20.05.2019 till 05.09.2022 and my finding to issue no. 2 is in affirmative.

**As to Issue No. 6 :-**

18] As per evidence of PW-1 of plaintiff at Exh.16, in spite of the lease agreement Exh.30 of monthly agreed rent at Rs.8,992/- and in spite of repeated request from time to time, defendant did not pay the due rent. As per evidence of PW-1 therefore on 23.09.2022 and 25.01.2023 plaintiff issued demand notices Exh.18 and 19 to defendant. There is no cross-examination of the defendant to that effect. Therefore as per oral evidence of PW-1 it is proved that defendant did not pay the rent to the plaintiff from 30.05.2019 till 05.09.2022. Now, onus is shifted upon defendant to prove that she has paid the entire rent to the plaintiff.

19] As per evidence of DW-1 Suwarna Koche at Exh.49 she has paid rent amount to the plaintiff till March 2025 (instead of mentioning March 2020). During cross-examination she deposed that she has paid the rent of 3-4 months in cash, she admitted that since from last 15-16 years she is working in the educational institutions and it is necessary that written acknowledgments or vouchers are taken by any educational institution. She denied that rent was fixed to the tune of Rs.8,992/-. However, she deposed that she was paying lump sum Rs.8,900/- per month of total 4 months period in cash. DW-2 Ranjana Kisan Madavi admitted in cross-examination at Exh.53 that their hostel is not having written receipts/ acknowledgments of the payment of rent to the plaintiff. It is the stand of DW- 1 Suwarna Koche that 4 months rent at the rate of 8,900/- was paid to the plaintiff in cash. However, she is running a girls hostel run by her society is a office and when any payment is made to anybody, a written acknowledgment/ receipts or voucher is used to be taken for

its proof and for submission before the government departments for grants or other purpose. However, it is surprising that even after payment of rent in cash for 4 months at the rate of 8,900/- per month, defendant or DW-2 did not take written acknowledgment to that effect and orally adduced evidence that payment is made in cash.

20] The written vouchers are essential in every educational institution, any Government office or any office run by the Government by way of aid or any other mode. Therefore, it was essential for the defendant to take the vouchers or written acknowledgments of the payment of rent as best evidence of payments. Sum and substance although it is a stand of defendant that she paid rent, it is unpaid and it is stand of defendant that she paid rent of only 4 months which is unreliable. Therefore, it is proved that defendant did not pay rent of the suit property from 20.05.2019 till 05.09.2022 at the rate of Rs. 8,992/- per month. Hence, my finding to issue no. 6 is in partly affirmative to the effect that defendant did not pay the rent from 20.05.2019 till 05.09.2022.

**As to Issue No. 7 :-**

21] As per evidence of PW-1 Pundalik Parshuramkar at Exh.16 that on 05.09.2022 defendant took fans and lights from the suit property and caused loss of Rs. 85,000/- to the suit property by breaking etc. During cross-examination, he admitted that he had fixed two ceiling fans of Orient Company of approximate prices of Rs. 1200 to 1300 each and four L.E.D. bulbs. However, PW-1 admitted that plaintiff did not carry out any inspection of the suit property due to breaking. Sum and substance two fans of Rs.1200 to 1500 and four L.E.D bulbs are lost in the incident of shifting the girls hostel of the

defendant. Therefore, it would be proper that defendant should pay the cost of two fans at the rate of Rs. 1350/- per fan, Rs.100/- for each L.E.D. bulbs total amounting to Rs. 3,100/-. Now, onus is shifted upon the defendant that she did not cause loss to the suit property. However, she did not adduce her evidence to that effect. Considering my aforementioned discussion, it is proved that two fans and four L.E.D. bulbs of plaintiff are lost. Hence, defendant is liable to pay Rs.3,100/- to the plaintiff for its compensation. Hence, my finding to issue no. 7 is partly affirmative to the extent of Rs.3,100/-.

**As to Issue No. 8 :-**

22] In view of my finding to issue no. 1 and 6 and in its discussion, the suit property was lent to the defendant for girls hostel from 20.05.2019 till 05.09.2022 at the rate of Rs. 8,992/- per month as per agreement Exh.30 and it is proved that defendant is in arrears of rent for that period. Learned Advocate for defendant argued that arrears of rent can be claimed for three years when it become due and payable. In the present suit defendant has not paid rent from 20.05.2019 till 05.09.2022. Plaintiff has issued notices vide Exh.18 and 19 on 23.09.2022 and 25.01.2023 and instituted present suit on 01.03.2024. As per Article 52 of the Limitation Act for the arrears of rent, the period of limitation is of three years from when the arrears become due. The rent at the monthly rate of Rs. 8992/- as per agreement Exh.30 was due and payable on each month and notice Exh.18 and 19 are not the fresh causes for limitation or from it rent again becomes due and payable. Therefore, plaintiff's period of recovery of arrears of rent within three years commences from date of institution 01.03.2024 and ends on 01.03.2021.

23] Considering the aforementioned discussion, plaintiff is entitled from 01.03.2021 to 05.09.2022 the arrears of rent at rate of Rs. 8,992/- of 16 months and 5 days at the rate of Rs. 8,992/- per month amounting to Rs. 1,45,370/- + Rs.3,100/-, total Rs. 1,48,470. Therefore, in conclusion, my finding to issue no. 8 is that plaintiff is entitled Rs. 1,48,470/- towards arrears of rent from 01.03.2021 to 05.09.2022 including loss Rs.3,100/- caused to her.

**As to Issue No. 9 :-**

24] In the present suit the plaintiff has claimed 18 % interest on the arrears of rent and loss Rs. 1,48,470/-. It is not the contention of the plaintiff that the transaction was the commercial transaction. As per Section 34 the interest should not exceeds 6 % per annum other than a commercial transaction. Rent agreement Exh.30 does not speak that the agreement was commercial transaction. Therefore, I am of the considered opinion that plaintiff shall entitle 6 % per annum interest from the date of institution till realization of arrears of rent and loss Rs.1,48,470/-. Hence, my finding to issue no.9 is plaintiff is entitled for 6 % per annum interest from date of institution 01.03.2024.

**As to Issue No. 10:-**

25] In view of my finding as to issue no. 1, 2 and 6 to 9, defendant has failed to pay the arrears of rent and caused loss total amounting to Rs. 1,48,470/- to the plaintiff and liable to pay 6 % per annum interest from 01.03.2024 on it. In the present suit, defendant challenged filing of the suit, its maintainability of the form, denied pleading of plaintiff. However, she admitted lease of the suit property. Except denial and mere challenge to the suit, she failed to prove most of the issues. Hence she has lost the suit. In the present suit another

plea of defendant is of misjoinder, tenability, she is not director or manager. However, in that respect issue is not framed as she admitted lease of shorter period. So also, as per agreement Exh.30 it is proved that it bears her signature. Therefore, I did not find substance in the arguments of learned advocate for defendant.

26] In the present suit, plaintiff has constrained to file present suit against defendant for arrears of rent and loss. Therefore, the defendant is liable to pay the costs of the suit to the plaintiff. Hence, the suit is liable to be partly decreed and in answer to issue no.10, I pass following order:

**ORDER**

- 01] The Suit is Partly decreed with Proportionate Costs.
- 02] The defendant shall pay the arrears of rent of the suit property to the plaintiff from 01.03.2021 to 05.09.2022 at the rate of Rs. 8,992/- per month total Rs.1,45,370/- + Rs.3,100/- towards loss total amounting to Rs. 1,48,470/-.
- 03] Defendant shall pay interest at the rate of 6% per annum on Rs. 1,48,470/- from date of institution of suit 01.03.2024 till its realization.
- 04] Defendant shall pay proportionate costs to the plaintiff.
- 05] Decree be drawn up accordingly.

[Dictated and pronounced in Open Court]

Place :- Kurkheda.  
Date : 30.03.2026

(N.P. Deshpande)  
Civil Judge Junior Division,  
Kurkheda.