

	<p>Western Maharashtra Development Corporation Through Shri. Krishnarao Tukaram Borde Vs. Futuristic Education Academy through Secretary Shri. Ravindra Appasaheb Belgudri</p>
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1. Exh. 5 in present suit is an interim relief application filed by the plaintiff i.e. the Western Maharashtra Development Corporation; Pune in this suit filed for recovery of possession of suit property and perpetual injunction with ancillary relief of compensation and damages.

2. It is contention of the plaintiff corporation that they are Mah. State Government undertaking corporation. They entered into lease agreement with the defendant i.e. Futuristic Education Academy for a period of 33 years for running the school (affiliated with CBSE Board) namely Sarvodaya Vivek Jeevan Vidya Public School and monthly rent was fixed with yearly increased in it for total 33 years. The deposit amount was Rs. 3,51,000/-. Their Lease was commenced from 01.03.2024 till 28.02.2047. Schedule of payment of rent also fixed in the lease agreement at Para H(3). The defendant obtained the possession and started school in the premises. However, the Government of Maharashtra, through the department of Industries Energy and Labour vide letter dated 07.01.2016 directed the plaintiff corporation to terminate the lease agreement executed with the defendant Academy. Therefore, the plaintiff by following due procedure of law issued termination notice to the defendant Academy to vacate the suit premises.

3. Being aggrieved by this termination notice, the defendant preferred suit bearing RCS No. 65 of 2017. Meanwhile, due to termination notice the defendant stopped payment of rent to the plaintiff corporation. That suit was dismissed by the Court and held that the lease agreement came to an end on its termination. Now, the plaintiff corporation initiated second round of litigation by filing present suit for recovery of possession and compensation from the defendant Academy.

4. On the other hand, the defendant i.e. Futuristic Education Academy, Gadhinglaj has filed their Counter-claim below Exh. 21 and expressed their intention to pay monthly rent as agreed in the lease-

agreement, but also requested to give directions to the plaintiff corporation to grant exemption to pay monthly rent for total 24 months during proclamation of lockdown due to outbreak of Covid-19 Pandemic. The defendant Academy in their Counter-claim/setoff requested for declaration that that the lease agreement dated 05-03-2014 is legal and the corporation shall regularize the tenancy of the defendant Academy. The counter claimant also asks for perpetual injunction against the plaintiff corporation to restrain them from disturbing their peaceful possession over the suit premises, except without following due process of law.

5. The defendant Academy further expressed their willingness to deposit monthly rent amount pending since August-2017 till date, as agreed in the lease agreement dated 05.03.2014, except for the month of April-2020 to March-2022 (total 24 months). According to the society, that was the pandemic period and the school was not running smooth. Due to waiver of school fees, they have incurred huge financial loss. Therefore, the defendant Academy filed two applications below Exh. 18 and 19 and requested to allows them to deposit the rent amount either in the Court or in the Bank account of the plaintiff corporation.

6. Heard Ld. Advocate for the plaintiff corporation and the defendant Academy to decide Exh. 5, 18 and 19. Perused all documents filed by the plaintiff corporation and the defendant society. After considering the pleadings and submissions of both parties, I have formulated the following points for my determination and their findings are recorded along with reasons as follows :-

Sr. No.	POINTS	FINDINGS
1)	Do the plaintiff corporation have made out a <i>prima facie</i> case in their favor ?	No
2)	Does the balance of convenience lie in favor of the plaintiffs ?	No
3)	Who would suffer an irreparable loss, which cannot be compensated in money, if the prayer of temporary compensation is allowed ?	The defendant.
4)	What order ?	Application is rejected.

-: REASONING :-

AS TO POINT NO. 1 TO 3 :-

7. The facts of execution of lease agreement and its termination by the plaintiff corporation are admitted facts to both parties. Therefore, the plaintiff corporation has filed this suit for recovery of possession of the suit premise. In spite of termination order by the plaintiff corporation, the defendant society is enjoying the actual possession of the suit premises and running its school. Therefore, the defendant corporation expressed their readiness and willingness to pay the pending rent to the plaintiff corporation. The plaintiff corporation is not ready to take rent as they have terminated the lease agreement, instead they are asking for compensation from the defendant Academy. The question of entitlement of compensation and its amount will be decided only after adducing evidence and not at this stage. Therefore, if the plaintiff corporation is ready to receive the amount from the defendant, that too without prejudice to their right to recover possession of the suit premises, then there would not be any impediment to direct the defendant Academy to pay the balance rent till date and to continue to pay till final adjudication of this suit.

8. After all the plaintiff corporation is Government undertaking and if the defendant Academy is not allowed to deposit the rent, then it would be loss to the revenue payable to the government. It also appears that in spite of allowing defendant society to file written statement after limitation, the defendant failed to pay cost, therefore, its written statement is not yet come on record. Only counter claim/set off is on record below Exh. 21. The main relief claimed in set-off/counter-claim by the defendant society is to allow them exemption in payment of rent only for 24 months during proclamation of lockdown when Covid-19 Pandemic was declared. That issue involves many factors and to prove it requires adducing evidence from both sides. Then only any conclusion can be drawn to arrive at conclusion whether to grant exemption or not to the defendant. At this prima-facie stage, I do not find it justifiable to direct the defendant society to pay the rent amount during Covid-19 Pandemic period. It will be decided at the time of final adjudication of the suit.

9. Therefore, considering the submission of both sides I hold that the plaintiff corporation failed to made out *prima-facie* in its favour to give direction to the defendant Academy to pay interim compensation of Rs.1,25,000/- p.m. to the plaintiff, till decision of this suit. The balance of convenience is in favour of the defendant Academy and if such directions are given at this stage then it would be causing irreparable loss to the defendant. Therefore, considering readiness and willingness of the defendant Academy to pay remaining instalments of rent as per lease agreement dated 05.03.2014 to the plaintiff corporation, as expressed in the application Exh. 18 and 19. Therefore, I record in my finding on point No. 1 and 2 in the negative and point No. 3 in favour of defendant. Thus, I pass the following order.

AS TO POINT NO. 4 :-

10. Considering the finding of point No. 1 to 3, I pass the following order.

:- ORDER :-

- (1) The application (Exh. 5) filed for granting interim compensation of Rs.1,25,000/- to the plaintiff corporation, is rejected.
- (2) As requested by the defendant academy in Exh. 18 and 19, the defendant academy is directed to pay remaining instalment of rent to the plaintiff Corporation as agreed in the lease agreement dated 05-03-2014, till date within two months from today and shall pay continuously till final adjudication of this suit, except for a period of Covid-19 Pandemic i.e. April-2020 to March-2022.
- (3) The defendant academy shall file detail compliance report after two months from today.

Place :- Gadhinglaj
Date :- 19-09-2025

(S. C. Havelikar)
Jt. CJSD, Gadhinglaj
District :- Kolhapur.