

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/SPECIAL CIVIL APPLICATION NO. 7082 of 2026****FOR APPROVAL AND SIGNATURE:****HONOURABLE MR. JUSTICE MAULIK J.SHELAT**

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Approved for Reporting	Yes	No
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LEGAL HEIRS OF DECEASED HARUN IBRAHIMBHAI MANSURI,
SHAMIM WD/O HARUN MANSURI

Versus

TAHERABANU WD/O. MEHMOODBHAI GULABNABI MANSURI
(LHS OF DECD. MEHMOODBHAI GULABNABI MANSURI) & ANR.

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Appearance:

MS. HELLY PANCHAL(14034) for the Petitioner(s) No. 1

MR RIZWAN SHAIKH(7146) for the Respondent(s) No. 1,2

MR SABIRHUSEN J SAIYED(8847) for the Respondent(s) No. 1,2

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CORAM:HONOURABLE MR. JUSTICE MAULIK J.SHELAT**Date : 07/07/2026****JUDGMENT**

1. Rule returnable forthwith. Mr.Rizwan Shaikh, learned advocate waives service of Rule for the respondents.

1.1 With the consent of the learned advocates for the respective parties, the matter is taken up for hearing.

2. Heard Ms.Helly Panchal, learned advocate for the petitioner and Mr.Rizwan Shaikh, learned advocate for the respondents.

3. The present petition is filed under Article 227 of the Constitution of India, seeking the following reliefs :

“A. Your Lordship may be pleased to quash and set aside Order dated 20.04.2026 below Exhibit 64 (ANNX-A) in HRP No. 194 of 2022 passed by Hon'ble Small Causes Court, Ahmedabad and further be pleased to allow the Application of the Petitioner at Exhibit 64 (ANNX-A);

B. Pending admission and hearing, Your Lordship may be pleased to stay the Order dated 20.04.2026 below Exhibit 64 (ANNX- A) in HRP No. 194 of 2022 passed by Hon'ble Small Causes Court, Ahmedabad, and permit the Petitioner to undertake the repairing work;”

4 At the outset, Ms.Panchal, learned advocate, under the instructions of her client, would state that the petitioner is ready and willing to repair the rented premises at the cost of the petitioner, at this stage and liberty may be granted in favour of the petitioner to claim the said amount from the respondents-landlord at the time of adjudication of the suit in question.

5. *Per contra*, Mr.Rizwan Shaikh, learned advocate appearing for the respondents-landlord would submit that as per the agreement between the parties, it was incumbent upon the petitioner-tenant to carry out the repairs of the rented premises and in fact, as per the notice issued by the Ahmedabad Municipal Corporation, the rented premises require to be pulled down.

6. Having heard learned advocates for the respective parties and considering the fact that the petitioner happens to be the tenant occupying the rented premises and wants to carry out repairs at his cost, there cannot be any objection raised by the respondent-landlord to carry out such repairs. Even according to the landlord, as per the terms of the rental agreement, it was a duty cast upon the tenant. Moreover, *prima facie*, upon perusal of the notice issued by the Corporation, it is not even the case of the Corporation that the entire premises is required to be pulled down but its part is suggested to be pulled down/removed and the rest of the part requires to be repaired.

7. Having considered the facts and circumstances of the present case and without further delving into the matter, it is hereby observed that it is open for the petitioner-tenant to carry out the repairs of the rented premises without putting any new permanent construction.

7.1 So far as the expenditure of such repair is concerned, it shall have to be borne by the petitioner-tenant, at this stage and it is open for the petitioner to claim such amount from the respondent-landlord against their liability to pay future rent. The trial court is requested to frame such an issue as regards the liability of repair of the suit premises and after giving opportunity to the parties to lead appropriate evidence in this regard, it may decide such issue, in accordance with law.

7.2 This Court has not further gone into the merits of the claims of any of the parties. Considering the fact that due to the ensuing monsoon the property may further be dilapidated or damaged, in the interest of the parties, the petitioner tenant is hereby permitted to carry out the repairs at their cost as it is one of their prayers made in the impugned application.

8. Accordingly, the present petition is partly allowed. Rule is made absolute, to the aforesaid extent.

GAURAV J THAKER

(MAULIK J. SHELAT, J)