



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION NO. 4031 OF 2022

Kalpana Pramod Shah

.. Petitioner

Versus

Union of India & Ors.

.. Respondents

...

Mr. Vikram Nankani, Senior Advocate (through V.C.) a/w Mr. Sanmish Gala and Mr. Abhishek Jhaveri i/by M/s. Markand Gandhi & Co., for the Petitioner.

Mr. Suresh Pakale, Senior Advocate a/w Mr. R. P. Ojha and Mr. Nilesh Desai i/by Ms Priyanka Chavan, for Respondent Nos. 1 to 3.

...

**CORAM: BHARATI DANGRE &
MANJUSHA DESHPANDE, JJ.
DATED : 04th FEBRUARY, 2026**

P.C:-

1. In continuation of our order dated 13.01.2026, Mr. Pakale has returned with a communication dated 04.05.2018, addressed by the Assistant Director General (Building) to the Chief Postmaster General, Maharashtra Circle, Mumbai, with reference to the subject of enhancement of rent of the Churchgate Post Office rented premises.

The said communication is taken on record and marked as “X” for identification.

2. It is the case of the Petitioner that the Petitioner, the owner of the premises, which is presently in occupation of



Respondent No. 2, is aggrieved by the unilateral and arbitrary decision of the Respondents regarding meager payment of rent in respect of the premises of the Petitioner and, therefore, the Writ Petition seek a relief of excluding the operation of the Maharashtra Rent Control Act, 1999 as regards the Post office, and seek a direction for payment of rent at market rate.

3. Mr. Pakale, representing Respondent Nos. 1 to 3 seek some time for obtaining necessary instructions, as it was noted in the year 2012 that the recommendation of the FRAC for fixing rent at the rate of Rs.300/- per sq. ft. was found to be high. The option which was left open was to search another premises by initiating process of e-tender but, admittedly, since 2018, no such steps have been taken.

4. Though we have no difficulty in granting time to Mr. Pakale to take necessary instructions, we direct that from the month of January 2026, Respondent No. 2 shall deposit rent at the rate of Rs.500/- per sq.ft. per month for the carpet area of 2218.82 sq.ft with effect from 01.01.2026. The rent due for the month of January shall be deposited within a period of two weeks from today. We also direct that the rent towards every month shall be deposited before the 7th day of the next month.

We make it clear that this is the *pro tem* arrangement made without prejudice to the rights and contentions of either of the party, and we have approximated the rent, since we have noted that in the year 2012 the FRAC had recommended rent at the rate of Rs.300/- per sq.ft. per month with effect from 01.07.2012 and down the line with expiry of more than 13 years, we are approximating the rent at Rs.500/- by a bare estimation of increase in the rents in the said area but, in any



case, this figure is not to be construed as conclusive determination of the rent.

In the meantime, we expect Mr. Pakale representing Respondent Nos. 1 to 3 to obtain necessary instructions, and offer clarity in the stand of Respondent No. 2 and we would expect Respondent No. 2 to contribute some rent for the time he continue to occupy the premises of the Petitioner, but only argument available will be upon the rate at which the rent is to be deposited for the past.

In any case, if it is not practically feasible or affordable for Respondent No. 2 to pay the rent as per the FRAC, it is open for it to look out for other premises.

Re-notify to **23.02.2026**.

To be listed on the Supplementary Board.

(MANJUSHA DESHPANDE, J.)

(BHARATI DANGRE, J.)