

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Writ Petition No. 9316/2026

1. Mahesh Chandra Sharma S/o Late Shri Madan Mohan Sharma, Aged About 74 Years, Resident Of Kaustubh 1-A, Navratna-Modern Link Road, Bhuwana, Udaipur.
2. Smt. Radharani Sharma W/o Shri Mahesh Chandra Sharma, Aged About 70 Years, Resident Of Kaustubh 1-A, Navratna-Modern Link Road, Bhuwana, Udaipur.
3. Nishant Sharma S/o Shri Mahesh Chandra Sharma, Aged About 34 Years, Resident Of Kaustubh 1-A, Navratna-Modern Link Road, Bhuwana, Udaipur.

----Petitioners

Versus

1. Smt. Rinku Sharma W/o Shri Brijesh Sharma, Kshipra Scans, Ground Floor, 2-B, Hajareshwar Colony, Court Road, Udaipur Partner Kshipra Scans, Ground Floor, 2-B, Hajareshwar Colony, Court Road, Udaipur.
2. Brijesh Bhardwaj S/o Shri Omprakash Bhardwaj, Kshipra Scans, Ground Floor, 2-B, Hajareshwar Colony, Court Road, Udaipur Partner Kshipra Scans, Ground Floor, 2-B, Hajareshwar Colony, Court Road, Udaipur.

----Respondents

For Petitioner(s)	:	Mr. Narendra Thanvi Mr. Mahendra Thanvi
For Respondent(s)	:	-

HON'BLE MR. JUSTICE FARJAND ALI

Order

01/05/2026

1. The instant writ petition has been preferred by the petitioner-landlords laying challenge to the order dated 02.04.2026 passed by the learned Rent Tribunal, Udaipur in Case No.17/2025 to the limited extent that certain observations and findings came to be recorded therein which, according to the petitioners, were wholly unnecessary and beyond the scope of adjudication at the interlocutory stage then obtaining before the Tribunal.

2. Without entering into superfluous details, the brief facts requisite for adjudication of the present controversy are that the petitioners instituted an original rent petition before the learned Rent Tribunal under the provisions of Sections 9 and 22-C of the Rajasthan Rent Control Act, 2001, seeking eviction of the respondent-tenant from the tenanted premises. During the pendency of the said proceedings, the petitioners moved an application dated 15.01.2026 praying for recovery and deposit of the arrears of rent allegedly due and payable by the respondent-tenant.

2.1. The said application was contested by the respondent-tenant by filing a reply wherein, besides disputing the liability to the extent claimed, it was asserted that the respondent had incurred substantial expenditure towards furniture, furnishing and allied improvements in the premises in question and, therefore, adjustment thereof was liable to be accorded while determining the amount payable towards rent. It was further pleaded that a substantial security amount already stood deposited with the landlords and the same was also liable to be adjusted against the alleged outstanding rent. On the strength of these assertions, a prayer was made for deferment and/or adjustment of the amount claimed by the petitioners under the lease arrangement.

2.2. The learned Rent Tribunal, upon hearing the rival submissions and considering the material available on record, proceeded to allow the application preferred by the petitioners and directed the respondent-tenant to deposit the entire due rent

amount in favour of the petitioners. The Tribunal further observed that in the event of failure on the part of the respondent-tenant to comply with the said direction, consequences envisaged under Section 20 of the Rajasthan Rent Control Act, 2001 would ensue.

2.3. However, while concluding the order, the learned Tribunal additionally observed that the question regarding adjustment of the expenditure allegedly incurred by the respondent-tenant towards furniture and furnishing material, as also the issue relating to adjustment or refund of the security amount already deposited, did not require consideration at that stage and the same could appropriately be examined subsequently after issuance of notice terminating the tenancy and upon deposit of the due rent amount. Hence the instant writ petition.

3. Learned counsel appearing for the petitioners vehemently contended that the aforesaid observations recorded by the Tribunal were wholly unwarranted and were likely to prejudice the rights and contentions of the petitioners in the pending proceedings. It was urged that the Tribunal, while adjudicating an application confined to deposit of arrears of rent, ought not to have entered into any discussion touching upon the rights of adjustment claimed by the tenant.

4. I have bestowed my anxious consideration to the submissions advanced at the Bar and carefully perused the impugned order in its entirety.

5. Upon a comprehensive reading of the order under challenge, this Court is of the considered view that the observations

impugned herein neither partake the character of binding findings nor amount to a final adjudication on the substantive disputes *inter se* the parties. The learned Tribunal has merely observed that the pleas regarding adjustment of expenditure incurred towards furniture and furnishing, as also the treatment of the security deposit, were not required to be adjudicated at that interlocutory stage. Such observations, in the opinion of this Court, are purely tentative and incidental in nature and cannot be construed to have conclusively determined the rights of either party.

5.1. The issues as to whether the respondent-tenant is legally entitled to seek adjustment of the alleged expenditure incurred on furniture and furnishing against the rent payable, and whether the security deposit is liable to be refunded, appropriated or adjusted, are questions intrinsically intertwined with factual determination and evidentiary appreciation. Such matters necessarily require comprehensive adjudication upon the parties leading evidence before the learned Tribunal and, therefore, the same are required to remain open for consideration at the appropriate stage of the proceedings.

5.2. It is trite that observations made by a court while dealing with an interlocutory application cannot be elevated to the status of final pronouncements unless the issues stand conclusively adjudicated upon. In the present case, the learned Tribunal has nowhere expressed any definitive opinion affirming or negating the claims of adjustment raised by the respondent-tenant. The operative and enforceable portion of the impugned order remains

confined only to the direction requiring the respondent-tenant to deposit the outstanding rent amount.

5.3. Consequently, this Court finds no occasion to exercise its extraordinary supervisory jurisdiction merely on account of the aforesaid ancillary observations, particularly when no prejudice of an irreversible nature can be said to have been caused to the petitioners. Thus, it is clarified that the order dated 02.04.2026 passed by the learned Rent Tribunal, Udaipur shall remain confined to the direction issued to the respondent-tenant for deposit of the due rent amount. The observations made therein touching upon adjustment of expenditure allegedly incurred towards furniture and furnishing, as also the issue pertaining to the security deposit, shall neither prejudice nor influence the final adjudication of the proceedings and all such questions shall remain open to be independently determined by the learned Tribunal strictly in accordance with law and on the basis of evidence that may be adduced by the respective parties.

6. Subject to the aforesaid observations and clarifications, the present writ petition stands disposed of. Stay petition including all pending applications, if any, also stand disposed of accordingly.

(FARJAND ALI),J