HIGH COURT OF JUDICATURE AT BOMBAY

Dixit

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.4905 OF 2009

The Municipal Corporation of Greater Mumbai,]
A Body Corporate, under the Mumbai Municipal]
Corporation Act, 1888, and having its Principal]
Office at Mahanagarpalika Marg, Mumbai-400001.] .... Petitioner

Versus

1. Suhas Shridhar Rane,]
Age 38 years, Occupation : Service,]
Residing at Room No.9, Block No.8,]
110 Tenements, D.G. Mahajani Peth,]
Sewree, Mumbai – 400 015.]
2. Vishwas Sakharam Pawar,]
Age 50 years, Occupation : Service,]
Residing at Room No.6, Block No.8,]
110 Tenements, D.G. Mahajani Peth,]
Sewree, Mumbai – 400 015.]
3. Anuradha Sidram Ausekar,]
Age : 46 years, Occupation : Service,]
Residing at Room No.2, Block No.7,]
110 Tenements, D.G. Mahajani Peth,]
Sewree, Mumbai – 400 015.] .... Respondents

Mr. A.Y. Sakhare, Senior Counsel, a/w. Mr. Joel Carlos and Ms. Oorja Dhond, i/by Mrs. V.K. Khatu, for the Petitioner-Municipal Corporation.

Mr. Ashok Shinde, Rent Supervisor, "F/South Ward", is present in Court.

Mr. R.V. Govilkar, a/w. Ms. Shaba N. Khan, for Respondent No.1.

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CORAM : DR. SHALINI PHANSALKAR-JOSHI, J.
RESERVED ON : 17TH APRIL 2018.
PRONOUNCED ON : 27TH APRIL 2018.

JUDGMENT :

1. Rule. Rule is made returnable forthwith. Heard finally, at the stage of admission itself, by consent of Mr. Sakhare, learned Senior Counsel for the Petitioner-Municipal Corporation, and Mr. Govilkar, learned counsel for Respondent No.1.

2. This Writ Petition is directed against the common Judgment and Order dated 31st December 2008, passed by the City Civil Court, Greater Bombay, in Miscellaneous Appeal Nos.204 of 2007, 205 of 2007 and 206 of 2007. These three Miscellaneous Appeals were preferred by the Respondents herein against the common order of eviction passed by the Estate Officer, under Section 105-B of the Mumbai Municipal Corporation Act, 1888, in three separate Inquiry Nos.FS/1 of 2007, FS/2 of 2007 and FS/3 of 2007 dated 5th November 2007.

3. The facts, which strictly speaking, may not be germane for deciding these Writ Petitions, but which are advanced by learned counsel for the parties and discussed at length in the order of the Enquiry Officer and in its Judgment by the Appellate Court, can be stated as follows :-

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4. In the year 1950, Municipal Corporation of Greater Mumbai, *(for short, "MCGM"),* had constructed "110 Tenements" at D.G. Mahajani Path, Sewree, Mumbai. It was consisting of 11 Ground Floor Structures, including 10 tenements each, for residential purpose and one structure with 10 tenements for commercial purpose. The residential premises were given on lease to the Municipal employees. In 1975, the MCGM demolished 7 tenements out of Residential Block No.11 and the Commercial Block No.10 and constructed a multi-storied building thereon comprising of a Ground Floor and 4 Upper Floors, totally consisting of 40 residential tenements. In all, 27 tenants from Block Nos.6, 7, 8 and 9; and 7 tenants from demolished tenements from Block No.11 were shifted to the newly constructed multi-storied building. Remaining 6 newly constructed Blocks were allotted to other Municipal employees on leave and license basis. Due to shifting of 27 allottees from Block Nos.6, 7, 8 and 9; 27 tenements fell vacant in those Blocks. Those 27 tenements were then allotted to other 27 Municipal employees, including the present Respondents.

5. Respondent No.1 was allotted Room No.9 in Block No.8; Respondent No.2 was allotted Room No.2 in Block No.7; whereas, Respondent No.3 was allotted Room No.6 in Block No.8 on leave and license basis. Out of these 27 new occupants, 11 allottees had vacated the premises and remaining 16 employees, including the present

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Respondents, at the time of initiating inquiry under Section 105-B of the Mumbai Municipal Corporation Act, 1888, *(for short, "the MMC Act")*, were in occupation of those rooms. Out of these 16 occupants, 13 occupants, excluding the present Respondents, formed a Co-operative Housing Society named as "Yuvak Co-operative Housing Society". The said Society submitted an application dated 5th June 1985 to the Petitioner-MCGM for permitting it to redevelop the land under Block Nos.6, 7 and 8. Initially, the said request was accepted by the MCGM vide its letter dated 5th July 1985. However, later on, the MCGM withdrew the said permission by it's letter dated 3rd March 1992. The said withdrawal of permission is challenged by the "Yuvak Co-operative Housing Society" in Writ Petition No.265 of 2000 filed in this Court.

6. Respondents herein also tried to become the members of the "Yuvak Co-operative Housing Society". However, they were not allowed on the ground that, the MCGM has prohibited the said Society to admit any new members, other than the original 13 members of the Society. Respondents had challenged refusal of the "Yuvak Co-operative Housing Society", to enroll them as members, before the Assistant Registrar of Co-operative Societies and the Joint Registrar of Co-operative Societies. This challenge was allowed by both these Authorities and the Respondents were directed to be enrolled as the members of the "Yuvak Co-operative Housing Society". However, "Yuvak Co-operative Housing

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Society" challenged the said decision in Writ Petition No.2318 of 2007, which came to be dismissed on 10th December 2015.

7. In the meanwhile, remaining tenants of "110 Tenements" also formed another Co-operative Housing Society by name "Ashwamedh Co-operative Housing Society". The said Society has also proposed to re-develop the said "110 Tenements" under Development Control Regulation No.33(9) and the said proposal has been accepted by the MCGM.

8. In this backdrop, on 12th February 2007, a notice came to be issued by the Deputy Law Officer of the MCGM, revoking the license of the Respondents to occupy the premises on the ground that they are not considered eligible for rehabilitation under the 'Scheme of Rehabilitation' and, therefore, they should vacate the subject premises. This notice of revocation of license was duly replied by the Respondents on 1st March 2007. Thereafter, on 26th March 2007, a show cause notice, under Section 105-B(2) of the MMC Act was issued by the Chief Enquiry Officer, "F/South Ward", calling upon the Respondents to show cause as to why the eviction order should not be passed against them.

9. The Respondents resisted this show cause notice and as a result thereof, the enquiry was held by the Estate Officer and vide his order

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dated 5th November 2007, he was pleased to direct the eviction of the Respondents on the ground that, their occupation has become unauthorized.

10. When this order was challenged in three separate Appeals, the Appellate Court has reversed the same and that too, only on the count that, as per the License Agreement, the Petitioner was entitled to terminate the license at any time by giving "one week's previous notice" in writing; whereas, in the present case, the Petitioner-MCGM has called upon the Respondents to vacate possession of the suit premises "within seven days" from the receipt of the notice. The Appellate Court, therefore, held that, on the very face of it, the notice revoking the license appears to be violative of the Agreement and, therefore, illegal. On this sole ground, the Trial Court has set aside the order of eviction passed by the Estate Officer.

11. In this Writ Petition, I have heard at length learned Senior counsel for the Petitioner-MCGM and learned counsel for the Respondents.

12. As stated above, though there are several facts argued and referred to in the course of arguments, this being a Writ Petition against the order passed in the enquiry held under Section 105-B of the MMC Act, the scope of this Writ Petition is very limited and as such, this Court

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cannot enter into all the extraneous facts, which are argued or advanced by the parties.

13. Admittedly, in this case, the Respondents were put in possession of the suit premises on leave and license basis, being the employees of the MCGM. Their licenses were naturally co-terminus with the tenure of their service, being incidental to their service with the MCGM. It is not disputed that, except for Respondent No.1, Respondent Nos.2 and 3 have already ceased to be in service. As a matter of fact, Respondent Nos.1 and 3 are also not in possession of the subject premises. Respondent No.1, though in service, has already shifted to the alternate premises allotted to him by the MCGM. It is Respondent No.2 alone, who has, though retired in 2003 itself, still continued to be in occupation of the suit premises.

14. As the occupation of Respondent No.2 in the subject premises was co-terminus with the incident of their service and Respondent Nos.2 and 3 have already ceased to be in service, as a matter of fact, one need not consider their grievances. Because, the very cause of action for them to remain in possession of the subject premises or to claim any alternate premises remains no more. As regards Respondent No.1 also, he having been already shifted to the alternate premises, the very filing of this Writ Petition, challenging the order of eviction, as such, has become

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infructuous. However, as all the Respondents want to pursue this Writ Petition, may be in order to get the membership of "Yuvak Co-operative Housing Society" and, if not, of "Ashwamedh Co-operative Housing Society"; hence, this Writ Petition is heard on merits.

15. Needless to state that, as regards the membership to the "Yuvak Co-operative Housing Society" or "Ashwamedh Co-operative Housing Society" and the reliefs pertaining thereto, the Respondents are pursuing independent remedies and those reliefs cannot fall within the purview or scope of the inquiry under Section 105-B of the MMC Act. This inquiry is limited only to consider, *"whether on the notice terminating the license of the Respondents, the occupation of the Respondents in the suit premises has become unauthorized?" ; "If yes, whether they are liable for eviction?"* As the Appellate Court has set aside their order of eviction on the ground that notice of termination issued to them is not legal, the issue relating to legality of that notice is also required to be considered.

16. In this respect, the 'Agreement of Leave and License', executed between the Petitioner-MCGM and the Respondents, clearly goes to show that the premises were given in occupation of the Respondents in the course of their employment in MCGM and for better performance of their duties. Clause No.(3) of the said 'Agreement' makes it clear that,

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the MCGM shall continue to remain in general control and possession of the subject premises. Clause No.(4) of the said 'Agreement' further lays down that the MCGM would be entitled to terminate the license at any time by giving one week's previous notice in writing. Clause No.(6) of the said 'Agreement' lays down that the license shall terminate on the Respondent leaving or retiring from the Municipal service or on his being discharged or dismissed from the Municipal service. Clause No.(8) thereof further provides that, if, on termination of the license, Respondent fails to vacate the premises, the MCGM or any Competent Municipal Officer or servant shall be entitled to enter the room and occupy it without being responsible for any loss or damage. Clause No. (10) thereof ultimately provides that the notice of such termination of license can be served upon the Respondents, even by pasting upon the door of the said room. The execution of the 'Agreement of Leave and License' and the terms and conditions thereof, are not disputed by the Respondents also. Hence, once the Petitioner-MCGM succeeds in proving that the notice of termination of license was duly issued and served on the Respondents, it follows that occupation of the Respondents in the suit premises becomes that of unauthorized occupants.

17. In this backdrop, the notice of termination needs to be looked into. This notice of termination was issued by the Deputy Law Officer of the MCGM on 12th February 2007, in which it was clearly stated that the

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subject premises were allotted to the Respondents on leave and license basis, as purely staff quarters, by virtue of their employment with the MCGM. They have executed the 'Leave and License Agreement' to that effect on 6th January 1996. By the letter dated 19th January 2006, it was further informed to them that, as per the order of the Municipal Commissioner dated 8th December 2005, they are not considered eligible for rehabilitation under the 'Redevelopment Scheme' on the Municipal plot in lieu of the premises in their occupation. By another letter dated 27th December 2006, it was also informed to them that, they are not entitled for rehabilitation in lieu of the present premises in 'Redevelopment Scheme', under Rule 33(9) of the Development Control Regulations for Greater Mumbai, 1991. The premises in their occupation are affecting the 'Redevelopment Scheme'. Therefore, they are allotted alternate premises at Building No.18/44, 348, Municipal Colony, Park Site, Vikroli, as a 'Staff Quarters'. They were, accordingly, called upon to vacate and handover possession of the subject premises, as, because of their non co-operation, the implementation of the entire 'Re-development Scheme' was held up, thereby causing great prejudice to the public interest at large. It was, accordingly, informed to the Respondents that, they have rendered themselves liable for an action of eviction from the premises in occupation. The license, therefore, granted to them to occupy the premises as a 'Staff Quarters', was terminated and they were called upon to handover possession thereof within 7 days

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from the receipt of the notice, failing which, it was informed to them that, they will render themselves liable for eviction, under Section 105-B of the MMC Act.

18. Thus, the notice clearly complies with the terms and conditions of the 'Leave and License Agreement', executed between the Respondents and the Petitioner-MCGM. As a matter of fact, as per the said 'Agreement', the MCGM was not even required to give any reasons for termination of the license. The license was purely at the will and pleasure of the MCGM. It was incident of their service tenure and apart from that, alternate 'Staff Quarters' were also provided to the Respondents at the Park Site, Vikroli, to which they were supposed to shift. Hence, they had no right as such to remain in occupation of the subject premises, because that right was purely, as observed by the Appellate Court, under the 'Doctrine of Pleasure' and now, after Respondent Nos.2 and 3 have left to be in service, they cannot have any right claiming occupation of the subject premises. The Estate Officer has, therefore, considering the provisions of Section 105-B of the MMC Act, according to which the possession of the occupants of the said premises, who are occupying the same as on the basis of the 'Leave and License Agreement', becomes unauthorized on termination of their license, rightly passed the order of eviction against the Respondents.

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19. As stated above, the Appellate Court has, however, interfered in the said order only on the count that, this termination of notice is "strictly not legal". According to the Appellate Court, the 'Leave and License Agreement' provides for "one week's previous notice" in writing. Whereas, as per the impugned notice, the revocation of the license is to take place "at the end of the 7th day from the receipt of the notice and not from the date of issuance of the notice". The Appellate Court, therefore, held that, the notice itself is illegal and it cannot be said to have lawfully revoked the licenses of the Respondents.

20. In my considered opinion, as rightly submitted by learned counsel for the Petitioner-MCGM, this hair-splitting approach of the Appellate Court as regards the interpretation of the 'notice of termination' clearly needs to be deprecated.

21. The Hon'ble Apex Court has also, in the case of *Bhagabandas Agarwalla Vs. Bhagwandas Kanu and Ors., (1977) 2 SCC 646*, already held that,

> *"It is settled law that a notice to quit must be construed not with a desire to find faults in it, which would render it defective, but it must be construed ut res magis valeat quam pereat. The validity of a notice to quit, ought not to turn on the splitting of a straw. It must not be read in a hyper-critical manner, nor must its interpretation be affected by pedagogic pendantism*

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> *or over-refined subtlety, but it must be construed in a common sense way."*

22. In this reported authority also, the notice issued under Section 106 of the Transfer of Property Act, 1882, was challenged on the ground that, under the said Section, the notice to quit must expire at the end of the month of the tenancy, or, in other words, at the most, terminate the tenancy with effect from the expiration of the month of the tenancy. It was argued that, the notice to quit issued in the case required the Respondent to vacate the premises within the month of October, 1962 and intimated to him that otherwise he would be *"treated as tress-passer from November 1, 1962"*, in respect of the premises. The question raised before the Apex Court was, therefore, *'what is the meaning and effect of the words "within the month of October 1962" in the context in which they are used in the notice to quit?'* ; *'Would these words mean that, the tenancy of the Respondent was sought to be terminated at the date earlier of the expiration of the month of October, 1962 and the Respondent is required to vacate the premises before such expiration?'* While answering this question, the Apex Court held that,

> *"When the notice to quit requires the Respondent to vacate the premises within the month of October 1962, what it meant was that, Respondent could vacate any time within the month of October, 1962, but not later than the expiration of that month."*

23. The last moment upto which the Respondent could, according to

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the notice to quit, lawfully continue to remain in possession of the suit premises was the mid-night of October 31, 1962 and hence, the Apex Court held that, it fails to see any difference between a notice asking the tenant to vacate within the month of October 1962 and a notice requiring a tenant to vacate latest by mid-night of October 31, 1962. Because, in both the cases, tenant would be entitled to occupy the premises upto the expiration of October 31, 1962, but not beyond it. Thus, it was held that, the notice makes an intention of the authors of the notice clear that they are terminating the notice only with effect from the end of the month of October 1962 and not with effect from any earlier point of time during the currency of that month and hence, the notice was legal and valid. It was held that, the 'notice to quit' is required to be judged for its validity, in the light of the well recognized principles of law.

24. Here in the case also, what the 'Agreement of Leave and License' provides is, “a one week's previous notice” in writing and the termination notice issued in this case calls upon the Respondents to handover peaceful and vacant possession of the suit premises “within 7 days from the date of receipt of the notice”. Therefore, it necessarily follows that the Respondents were given clear one week's previous notice and they were called upon to handover vacant possession of the suit premises within 7 days from the receipt of the notice, meaning

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thereby, till the expiry of 7 days, they were entitled to remain in possession thereof. The day for them to vacate the possession of the suit premises arises only after expiration of 7 days and, accordingly, their license stands terminated only on the expiry of 7 days period and not before it. Therefore, in no way, such notice can be called as illegal or unlawful.

25. As a matter of fact, interpreting this notice in such a manner by holding that, it does not give a clear 7 days previous notice, is reading it in a very hyper-critical manner and not in a common sense way. As observed by the Apex Court here-in-above, the Appellate Court has construed it in this fashion only with a desire to find faults in it, so as to render it defective; whereas, the object must be to give it a meaningful interpretation, which is to be appealable to the common sense and should not revolt against the common sense. The Appellate Court has thus read it in a hyper-critical manner, which can be called, in the words of the Apex Court, as “splitting of the straw”.

26. Surprisingly, no such contention that 'notice of termination' is not legal or valid was taken up by the Respondents also, either in their reply to the notice or even before the Estate Officer; presumably because, being persons of common sense, they also understood it in its correct perspective as giving them one week's previous notice in writing. It is

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disturbing that, the Appellate Court has entered into hair-splitting it, just to over turn the eviction order passed by the Estate Officer, despite negativing all other contentions raised by the Respondents to challenge the said order. The interpretation of any law or even of any notice has to be in tune with the understanding and perception of the common man and not bereft of it. Over-stretching the words and giving it an absurd meaning, which is not contemplated or which is not expected by the person, who is giving the notice or receiving the same, cannot be considered legal or proper. Therefore, this finding of the Appellate Court, being against the tenets established by law, has to be held as 'perverse' and required to be quashed and set aside.

27. Though learned counsel for the Respondents has relied upon the Judgments of the Apex Court in the case of *Jogendrasinhji Vijay Singhji Vs. State of Gujarat and Ors., (2015) 9 SCC 1*, and *Shalini Shyam Shetty and Anr. Vs. Rajendra Shankar Patil, (2010) 8 SCC 329*, dealing with the scope of the revisional or supervisory jurisdiction of the High Court under Article 227 of the Constitution of India, in my considered opinion, even within the limited scope of the revisional or supervisory jurisdiction of this Court, under Articles 226 and 227 of the Constitution of India also, it has to be held that, the interference is warranted in the writ jurisdiction, as the view adopted by the Appellate Court is perverse in the sense that, it is against the well recognized and crystallized principles of law.

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28. As regards the next contention raised by the Respondents before the Appellate Court that, the Deputy Law Officer, who has issued the 'termination notice', has no authority to do so, the Appellate Court has rightly rejected the same. This contention was, in the first place, not taken before the Estate Officer or even in the reply to the notice and, secondly, the Appellate Court has rightly considered the provisions of Section 68 of the MMC Act, which speaks about the delegation of the powers by the 'Mayor' or 'Commissioner', under which they can delegate their powers to any 'Municipal Officer', either by general or special order. The 'Deputy Law Officer', who has issued the impugned notice, is a 'Municipal Officer'. The Petitioner-MCGM has produced on record the letter dated 25th January 2007, under which the 'Assistant Commissioner (Estate)' has authorized the 'Deputy Law Officer' to initiate action against the Respondents. The official communications in the form of notings made on the file are produced on record to show that this action was delegated and authorized to the 'Deputy Law Officer'. In the cross-examination of the Officer of the MCGM, namely, Mr. Pradhan, nothing is brought out to show that such powers were not delegated by the 'Municipal Commissioner' to the 'Deputy Law Officer'. In view thereof, when the official communications show that the 'Joint Municipal Commissioner' has passed the order directing the 'Deputy Law Officer' to issue the 'notice to quit' to the Respondents and based on that

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order, the impugned notice is issued by the 'Deputy Law Officer', the said notice cannot be impugned on this ground.

29. The real grievance of the Respondents, as stated above, is on the count that they are not being accommodated in the 'Redevelopment Scheme', which is implemented by the MCGM. It is submitted that, if all other tenants / occupants are being accommodated and made members of “Yuvak Co-operative Housing Society”, then, the Respondents are also entitled for the same. According to learned counsel for the Respondents, the very reason given in the 'termination notice' is that, on account of occupation of the Respondents, the implementation of the 'Redevelopment Scheme' is getting affected. Hence, as this ground spells out the discrimination, then, such ground cannot be considered valid for termination of the license of the Respondents.

30. At the outset itself, it has to be observed that, the 'Agreement of Leave and License' does not warrant that the MCGM should give reason for revocation of the license. As a matter of fact, when the entire control of the premises lies with the MCGM and only a permission to occupy is given to the Respondents, then, for revoking such license or the permission, the 'Licensor', i.e. the MCGM, is not required to assign any reason. Therefore, reference to these aspects in the 'notice to quit' are absolutely redundant, as observed by the Appellate Court also. This

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Court, therefore, while deciding the challenge to the order of the Appellate Court, passed under Section 105-B of the MMC Act, cannot enter into the aspect of the alleged discrimination or the reasonableness of the action in revoking the license.

31. As rightly held by the Appellate Court, the questions as to, *'whether the Respondents are entitled for the benefit of the 'Scheme of Redevelopment' under Development Control Regulation No.33(9); whether they are entitled to be the members of the "Yuvak Co-operative Housing Society" or for being allotted with any accommodation in the proposed construction to be undertaken by "Ashwamedh Co-operative Housing Society"*, are all redundant questions, which are beyond the jurisdiction of either the Estate Officer or the Appellate Authority or even of this Court while dealing with the challenge to the impugned order. Within the scope and nature of the present proceedings, these questions cannot be decided and adjudicated by this Court.

32. Even otherwise, it is an admitted fact that the Respondents have already challenged the decision of the "Yuvak Co-operative Housing Society", which has excluded them from its membership, by filing Writ Petition No.2318 of 2007. The said Writ Petition has already been decided by this Court on 10th December 2015, holding that, the Respondents cannot be deprived of the membership of the "Yuvak Co-

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operative Housing Society", however, further making it clear that, mere grant of membership of the said Society would not be construed to mean that the Respondents would automatically be entitled to the benefit of the allotment of premises in the new building proposed to be constructed and such entitlement, if any, would have to be decided independently, after considering all the factors of the case. Therefore, this matter being already been decided by this Court, the remedy, which was available to the Respondents against the alleged discrimination, is already availed. Hence, no more grievance can be entertained on that count.

33. It is also pertinent to note that, the 13 members of the "Yuvak Co-operative Housing Society", which the 'Developer' has agreed to accommodate in the 'Redevelopment Scheme', under Development Control Regulation No.33(9), are to be accommodated in the 'sale' component in the proposed construction. As observed by the Appellate Court, the Developer has done so, out of his own volition. If, according to the Respondents, it was at the instance of the MCGM, then, on that score also, the Respondents had the remedy, which they have availed and can still avail independently. Against the order of this Court also, in above-said Writ Petition No.2318 of 2007, they can approach the Apex Court. However, the fact remains that, the scope of these proceedings is very limited, just to ascertain whether the license of the Respondents is terminated properly by valid notice, as on termination of their license,

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their occupation has become unauthorized, which is properly proved in this case. It is also worth to note that, the Respondents were also allotted alternate staff quarters at the Park Site, Vikroli. So, it cannot be said that the action of termination of license is unreasonable or not fair.

34. An attempt is also made to contend that, as per Section 105-B(h) of the MMC Act, the MCGM was required to frame 'Rules', regulating procedure to be adopted and followed in holding the inquiries; however, no such regulations have been framed by the Corporation. In my considered opinion, this contention also cannot be accepted, as the Enquiry Officer has given proper opportunity of hearing to both the parties. There is no grievance raised that the principles of natural justice are not followed. In view thereof, I do not find any reason to interfere in the said order on this score also. The Writ Petition, therefore, needs to be allowed.

35. Accordingly, the Writ Petition is allowed. The impugned order passed by the Appellate Court is quashed and set aside. As a result, the order of eviction passed by the Estate Officer is restored.

36. Rule is made absolute in the above terms.

37. At this stage, learned counsel for Respondent No.1 seeks stay to

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this order, in order to enable the Respondents to approach the Hon'ble Supreme Court.

38. Learned counsel for the Petitioner-MCGM opposes the said prayer and in my considered opinion, rightly so.

39. It is a matter of record that, except for Respondent No.2, Respondent Nos.1 and 3 are not in possession of the subject premises. Even as regards Respondent No.2, he has already ceased to be in service and, otherwise also, lost the right to remain in possession of the subject premises. Therefore, this prayer of stay cannot be entertained and hence, stands rejected.

[DR. SHALINI PHANSALKAR-JOSHI, J.]

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