

Presented on :	05/07/2024
Registered on :	05/07/2024
Decided On :	28/11/2025
Duration :	01Y04M23D

**IN THE COURT OF COMPETENT AUTHORITY RENT
CONTROL ACT, KONKAN DIVISION, AT-MUMBAI.**

(Presided over by Smt P. A. Rajput)

EVICTON APP. NO. 158 OF 2024

Exh.19

Mr. MAKARAND SHREE SATHE

Age: 38 Years, Occ: Business

R/At- Bhaskar Bungalow, Plot No.38,

Tejpal Scheme Road,

Vile Parle East, Mumbai 400057.

...Applicant

VERSUS

Mrs. BHAVNA ARVIND APTE

Age: 79 Years, Occ: Nil

R/At: First Floor, Bhaskar, Plot No.38,

Tejpal Scheme Road,

Vile Parle East, Mumbai 400057.

...Respondent

**Application Under Section 24 of the Maharashtra Rent Control
Act, 1999**

.....
Appearance

Ld. Adv. Smt. Indrayani M Koparkar ...Advocate for the applicant.

Ld. Adv. Shri Bishwajeet G Mukherjee and Ors. ...Advocates for the
Respondent.
.....


28/11/25

J U D G M E N T

(Delivered on 28th of November, 2025)

This is an application filed under Section 24 of Maharashtra Rent Control Act 1999 (Herein after referred as MRC Act) for seeking Eviction, arrears of license fees and damages.

2. As per the submission of the applicant, he is the owner of premises mentioned in application. He has given this premises to the respondent by executing leave and license agreement. The period of leave and license is expired but the respondent has not vacated application premises. Hence present application is filed for recovery possession, arrears of license fees and damages for unauthorized use.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“Flat No.1, Built Up 580 Sq.Ft., First Floor, Bhaskar Bungalow, Plot No.38, Tejpal Scheme Road No.3, Vile Parle East, Mumbai 400057.”

B] The period and details of leave and license agreement :

I] Period- For 36 Months commencing from 01.01.2022 and ending on 31.12.2024.

II] Fees and Deposit- Rs.2000/- per month as a monthly license fees & Rs.100/- as a interest free refundable deposit.

3. The respondent was served with notice as contemplated under section 43 (2) (3) of MRC Act. She appeared through her Advocate and filed her leave to defend application at Exh-11. The

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application was allowed. The respondent was directed to file written statement within 30 days from the order. The respondent failed to comply the same. The order of leave to defend was passed on 17.02.2025. The respondent was supposed to file her written statement within 30 days thereafter. As the respondent failed to file her written statement within time, this authority passed order below Exh-17 for no written statement and her defense was striked off. The respondent thereafter also failed to appear and take steps for many dates. Hence, the matter is heard and taken up for decision.

4. After going through entire documents and claim, following points are arise for my consideration. I have recorded my findings there on, which follows my reasoning.

Sr.No.	Points	Findings
1	Whether the applicant is a landlord of application premises?	Yes
2	Is there any leave and license agreement between applicant and respondent in respect of application premises?	Yes
3.	Does the period of Leave and License is expired?	Yes
4.	Does applicant is entitled for relief as prayed?	Yes
5.	What order?	Application is allowed.

[Handwritten Signature]
28/11/25

REASONINGS


AS TO POINTS 1, 2 AND 3 -

5. As per applicant the application premises was originally owned by his grandmother namely Mrs. Nalini Bhaskar Sathe. She executed tenancy agreement with husband of respondent on 29.06.1965. The husband of the respondent expired on 13.04.1994. After his death the respondent continued in the possession of the application premises. Thereafter respondent surrendered the tenancy vide letter dt.01.09.1994 (Exh-A1). The said statement was also reiterated by her on stamp paper (Exh-A2). As the respondent decided to settle elsewhere, the application premises was given to her on leave and license agreement for 11 months by original owner Nalini Sathe.

6. The original owner Mrs. Nalini expired on 13.04.2011 leaving behind a will. The present applicant is appointed as executor of the said will. The applicant produced on record the copy of Probate issued by Hon'ble Bombay High Court.

7. Thereafter the applicant executed fresh leave and license agreement with the respondent for the period of 36 months starting from 01.01.2022 to 31.12.2024. The respondent being age old lady failed to pay regular license fees which was for meager amount of Rs.2000/- per month.

8. The ownership of the original owner Mrs.Nalini Bhaskar Sathe and thereafter the applicant is not disputed by the respondent.

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However, as per respondent she is tenant of the application premises after her husband in whose favour the tenancy agreement was executed by the original owner. She has never surrendered the tenancy and still is in possession as tenant. The said fact is not properly and sufficiently proved by the respondent by appearing before this Authority. The leave to defend was granted to the respondent only for the purpose for proving her case. However, she failed to do so. Hence the case of the applicant has to be considered as it is. The ownership of the applicant is not disputed. Hence the applicant being the executor of will is entitled to give this property on leave and license basis thus the applicant is a landlord of application premises. Hence the finding as to point no. 1 in affirmative.

9. The document **Exh-A3** is the certified copy of registered Leave and license agreement. It is conclusive as per **section 24 - Explanation (b) of MRC Act** for the fact stated therein. The period of leave and license is expired on 31.12.2024 by efflux of time. Thus it is proved that there is leave and license agreement between applicant and respondent and it is expired by efflux of time. Hence for this reason I have recorded my findings as to point no. 2 and 3 in affirmative

AS TO POINT NO 4 AND 5 :-

10. The leave and license agreement is expired on 31.12.2024. The premises is yet not vacated. The respondents are still occupying said premises. Section 24 of the MRC Act, empowered this authority to pass order of eviction and damages on the expiry of leave and

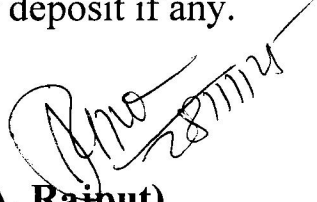
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license agreement if premises is occupied after the expiry of leave and license agreement. Hence, I found the applicants are entitled for eviction order and damages at the rate of double of license fees from the date of expiry of leave and license agreement. For other monetary claim such as pending electricity bills and license fees there is no provision in Act for empowering this authority. Party can adjudicate it before civil court. Accordingly, I answered point 4 in affirmative and in answer to point no. 5 passed following order –

ORDER

1. The application is allowed.
2. The respondent is hereby directed to handover vacant and peaceful Possession of application premises **“Flat No.1, Built Up 580 Sq.Ft., First Floor, Bhaskar Bungalow, Plot No.38, Tejpal Scheme Road No.3, Vile Parle East, Mumbai 400057”** to the applicant within 30 days from the date of this order.
3. The respondent is directed to pay damages to applicant at the rate of **Rs. 4000/- Per month (2000 x 2 = 4000/-)** from **01.01.2025** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai
Date :28.11.2025


(Smt. P. A. Rajput)
Competent Authority
Rent Control Act Court,
Konkan Division, Mumbai.