

BEFORE THE COMPETENT AUTHORITY, RENT CONTROL ACT
COURT, NAGPUR DIVISION, NAGPUR.

Rent Control Case No. 05/2025.

Omkar Vs. Paras

Order Below Exh. 14

(Passed on. 15.09.2025)

This is an application filed by respondent under the provision of Section 43 (4) (a) of the Maharashtra Rent Control Act, 1999 (for the sake of brevity hereinafter referred to as 'the Act') for leave to defend to contest the application filed by the applicant landlord/ licensor for eviction.



Respondent by way of present application submitted that he has not breached any of the terms of the rent agreement. Last rent agreement executed between the parties expired on 30.11.2024 and since then petitioner has not taken the legal steps. As well petitioner has not issued any legal notice prior to filing of the present petition. On these grounds he prayed to grant permission for leave to defend.

3. The petitioner in his say at Exh. 16 contended that on 01.12.2023 leave and license agreement is executed between the parties and it is notarized one. Said agreement was for the period of 11 months ending on 30.11.2024 and it was agreed that respondent would use the property for residential purpose only. However respondent was irregular in paying the monthly license fees for 11 months. Said agreement is expired on 30.11.2024 and as respondent was not paying the fees petitioner has not executed new agreement. Though the agreement between the parties got expired respondent is in illegal

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possessing the suit property and no fees is paid by the respondent for the same.

04. Petitioner further submitted that he on 02.02.2025 been to the respondent to communicate him about the expiry of agreement but that time respondent abused him in filthy language and threatened him that he will not vacate the suit property as well will not pay the license fees. As such petitioner on the same day lodged the report to the concerned police station which resulted into non cognizable case no. 99.2025. It is further contention of the applicant that his mother is suffering from critical illness and due to her medical condition petitioner is in bona fide need of the suit property. Before filing of the present application petitioner has legally issued legal notice to the respondent for eviction and payment of arrears. As such according to the petitioner respondent has no substantial defense hence he prayed to reject the application.

05. Perused the application. Heard learned advocate both side at length.

06. Considering the application, say of the applicant thereon and rival submissions of both sides following points arise for my determination and I record my findings thereon with reasons as under;

Sr. No.	Points	Findings
1	Whether the respondent has made out case for grant of leave to defend to contest the application?	In the negative.
2	What order?	The application is rejected.

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REASONS –

As To Point Nos.1 And 2 –

07. Before going into the rival submissions of both sides, I would like to refer relevant provisions of the Act as under;

Section 43 (4) (a) and (b): -

4) (a) - *The tenant or licensee on whom the summons is duly served in the ordinary or by registered post in the manner laid down in sub-section (3) shall not contest the prayer for eviction from the premises, unless within thirty days of the service of summons on him as aforesaid, he files an affidavit stating grounds on which he seeks to contest the application for eviction and obtains leave from the Competent Authority as hereinafter provided, and in default of his appearance in pursuance of the summons or his obtaining such leave, the Statement made by the landlord in the application for eviction shall be deemed to be admitted by the tenant or the licensee, as the case may be, and the applicant shall be entitled to an order for eviction on the ground aforesaid.*

(b) *The Competent Authority shall give to the tenant or licensee leave to contest the application if the affidavit filed by the tenant or licensee discloses such facts as would disentitle the landlord from obtaining an order for the recovery of possession of the premises on the ground specified in section 22 or 23 or 24.*

Therefore, to get permission to leave to defend, the respondent is required to file an affidavit with an application which discloses such facts as would disentitle the landlord from obtaining an order for the recovery of possession of the premises on the ground specified in section 22 or 23 or 24.



08. Section 24 of the Maharashtra Rent Control Act of 1999 is very important as it states, that after the expiration of the duration or cancellation if the Licensee fails to vacate the premises, then Licenser can approach the Competent Authority for the recovery of possession of the licensed premises and can also get the damages from the Licensee.

Section 24 of the Maharashtra Rent Control Act reads as under: -

“(1) Notwithstanding anything contained in this Act, a licensee in possession or occupation of premises given to him on licence for residence shall deliver possession of such premises to the landlord on expiry of the period of license; and on the failure of the licensee to so deliver the possession of the licensed premises, a landlord shall be entitled to recover possession of such premises from a licensee, on the expiry of the period of license, by making an application to the Competent Authority, and, the Competent Authority, on being satisfied that the period of license has expired, shall pass an order for the eviction of a licensee.

(2) Any licensee who does not deliver possession of the premises to the landlord on expiry of the period of license and continues to be in possession of the licensed premises till he is dispossessed by the Competent Authority shall be liable to pay damages at double the rate of the license fee or charge of the premises fixed under the agreement of license.

(3) The Competent Authority shall not entertain any claim of whatever nature from any other person who is not a licensee according to the agreement of license.

Explanation- For the purposes of this section, -

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(a) The expression "landlord" includes a successor-in-interest who becomes the landlord of the premises as a result of the death of such landlord; but does not include a tenant or a sub-tenant who has given premises on license;

(b) An agreement of license in writing shall be conclusive evidence of the fact stated therein."

09. On perusal of the aforesaid provision it appears that as per section 24 of the act, a landlord shall be entitled to recover from his tenant the possession of any premises owned by him on the ground that such premises are bona fide required by him for occupation by himself or by any member of his family, by making an application for recovery of possession of the premises, to the Competent Authority; and the Competent Authority shall make an order of eviction. Therefore, in view of the aforesaid provision, the applicant is a landlord within the meaning of section 24 of the act.

10. On perusal of the application, it appears that the relationship of licensor and licensee between the applicant and respondents is admitted fact. On perusal of a photocopy of leave and license agreement filed by the applicant it appears that said agreement has expired. Petitioner also has filed copy of legal notice issued to the respondent as well postal receipt which shows that respondent is duly served with the notice. Still he chooses to raise the objection as legal notice is not issued to him for the reasons best known to him. Conduct of the respondent needs to be taken into consideration here. Whole application is silent as to what are the grounds which substantiate to grant the respondent permission of leave to



defend. Therefore, for devoid of any ground as provided under the above-mentioned provision, following order is passed,

Order

1. The application is rejected.
2. The matter is proceeded further for an order of eviction.
3. Costs in cause.

Date : 15.09.2025
Place : Nagpur



(Smt. Ranjana Vijay Kamble)

Competent Authority, Rent Control Court,
Rent Control Act Court,
Nagpur Division, Nagpur.