

Presented on :	23/12/2022
Registered on :	23/12/2022
Decided On :	30/04/2025
Duration :	02Y04M07D

IN THE COURT OF COMPETENT AUTHORITY RENT
CONTROL ACT, KONKAN DIVISION, AT-MUMBAI.
(Presided over by V.K.Puri)

EVICTIION APP. NO.270 OF 2022

Exh.20

Vinod Kumar Gupta

Age: 40 Years ,Occ: Business
R/at-A-106, 1st floor, Himgiri,
Atmaram Nagar, Lokgram,
Kalyan East, Thane-421306.

.....Applicant

VERSUS

Asha Vishal Mohite

Age: 60 Years ,Occ: Not Known
R/at- Flat No. 1203, C Wing,
Empress Tower, Mohan Heights,
Wayale Nagar, Khadakpada,
Kalyan West, Thane - 421301.

.....Respondent

Application Under Section 24 Of The Maharashtra Rent Control
Act, 1999

Appearance

.....
M/s Thattil & Co.Advocates for the applicant.
Adv. Nitin KhandalkarAdvocate for the respondent.
.....

J U D G M E N T

(Delivered on 30th Day of April, 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, the applicant is the owner of premises mentioned in application. He has given this premises to the respondent on grant by executing leave and license agreement. The leave and license agreement is executed between the applicant and respondent for 24 month commencing from 07.11.2020 to 07.12.2022. The agreement was executed for the residential purpose and parties agreed to pay license fees on time. The applicant was in need of license premises therefore he issued termination notice dated 22.02.2022 to the respondent. The licensee received this notice but she has not vacated the application premises. The notice is given by using clause 09 of the leave and license agreement. Since the respondent did not vacate application premises the applicant filed this application before this authority.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“R/at- Flat No. 1203, C Wing, 1060 Sq.ft area, Empress Tower, Mohan Heights, Wayale Nagar, Khadakpada, Kalyan West, Thane - 42130.”

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

I] Period- 24 months commencing from 07.11.2020 and ending on 07.12.2022

II] Fees and Deposit –Rs.10,500/- per month as a monthly license fees Rs.70,000/- Interest free refundable deposit.



3. The respondents served with notice as contemplated under section 43 (2) (3) of MRC Act. The service affidavit along with postal receipt & tracking report is at Exh-07, 08 & 09. The respondent appeared through advocate. She filed formal application of leave to defend dated 29.08.2024. Said application is not supported by any affidavit. There is no triable issue stated in the application therefore said application is rejected and the matter is heard and taken up for final 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	Whether there is leave and license agreement between applicant and respondent in respect of application premises?	Yes
3.	Does the period of Leave and License is terminated properly or expired by time?	Yes it is expired by efflux of time.
4.	Does applicant is entitled for relief as prayed?	Yes
5.	What order?	Application is partly allowed.

REASONINGS

AS TO POINTS 1 , 2 AND 3 -



5. The document **Exh – A** is the copy of registered Leave and license agreement. It is conclusive as per **section 24 - Explanation (b) of MRC Act** for the fact stated therein. As per leave and license , the applicant is landlord and he has executed leave and license agreement with respondent. The period of leave and license is expired on 07.12.2022 by efflux of time. Hence, for this reason I have recorded my finding as to point no.1 & 2 in affirmative.

6. The applicant stated that the applicant issued termination notice Exh-C dated 22.02.2022 to respondent. The perusal of said notice it seems it is not given for breach of condition of the agreement as required under clause 09 of leave and license agreement. Therefore the termination notice Exh-C is not proper notice. Hence, the leave and license agreement is not properly terminated. But even otherwise the agreement is expired on 07.12.2022 by efflux of time. Hence for this reason I have recorded my findings as to point no. 3 in affirmative and held that the agreement is expired by efflux of time.

AS TO POINT NO 4 AND 5 :-

7. The leave and license agreement is expired on 07.12.2022. The premises is yet not vacated. The respondent is in occupation of said premises even after the expiry of period of grant. Section 24 of the MRC Act, empowered this authority to pass order of eviction and damages on the expiry of leave and license agreement. Hence, I found the applicant is entitled for eviction order and damages at the rate of double of license fees from the date of termination of leave and license agreement. For other monetary claim such as pending



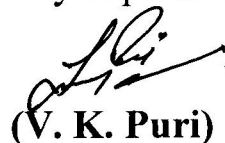
electricity bills and license fees there is no provision empowering this authority. Party can adjudicate it before civil court. The license fees at the time of expiry was 10,500/- therefore the applicant is entitled for 21,000/- from the date of expiry as a compensation. Accordingly, I answered point 4 in affirmative and in answer to point no. 5 passed following order –

ORDER

1. The application is partly allowed.
2. The respondent is hereby directed to handover vacant and peaceful Possession of application premises **“Flat No. 1203, C Wing, 1060 Sq.ft area, Empress Tower, Mohan Heights, Wayale Nagar, Khadakpada, Kalyan West, Thane - 42130.”** 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. **21,000/- per month (10,500 x 2 = 21,000/-)** from 08.12.2022 to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai

Date :30.04.2025



(V. K. Puri)

**Competent Authority
Rent Control Act Court,
Konkan Division, Mumbai.**