

Presented on :	05/09/2024
Registered on :	05/09/2024
Decided On :	09/04/2025
Duration :	00Y07M04D

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

EVICTIOIN APP. NO.212 OF 2024

Exh.14

Chhaya Suresh Wagh

Age: 62 Years Occ: Not Known
R/at-Flat No.E-301, Woods Ville,
Phase II Near MNGL CNG Petrol
Pump, Moshi Road, Pune-412105.

.....Applicant

VERSUS

Naina Gole

Age: 41 Years Occ: Not known
R/at- Flat no.526/1051, Building A
Block, Kurla Camp Road, Ulhasnagar-4211004.Respondent

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

Appearance

.....
Adv.Sharad Patil Advocate for the applicant .
Adv.S. R. Pille
Adv. P.K. Khade
Adv. S. A. Gemanani
Adv. K.U. Mane Advocates for the respondent
.....

J U D G M E N T

(Delivered on 09th 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 , she is the owner of premises mentioned in application. She has given this premises to the respondent on grant by executing leave and license agreement. The respondent has defaulted the payment of license fees and stopped the payment from December 2023. Therefore the licensor issued termination notice dated 22.07.2024 to the respondent. The period of leave and license is terminated by said notice. Said notice is duly served upon respondents but the respondent has not vacated application premises. She has not even cleared the dues. Hence this application is came to be filed.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“R/at- Flat No.526/1051, Built Up: 150 Sq.mtr., situated on the floor of a building known as A Block standing on the plot of land bearing survey no.:1, Ambika Nagar, Ulhasnagar Camp kra.4, Ulhasnagar, Dist-Thane.”

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

I] Period- 22 months commencing from 01.04.2023 and ending on 31.01.2025.

II] Fees and Deposit -1. Rs. 22,000/- per month for first 11 months
2.Rs.24,200/- per month for next 11 months as a monthly license fees and Rs.75,000/- as a security deposit.

C] Default of payment of license fees: Licensee failed to pay license fees from December 2023.



3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. She appeared and filed her leave to defend application at Exh-12. Said application is rejected.

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?	Admitted
2	Whether there is leave and license agreement between applicant and respondent in respect of application premises?	Admitted
3.	Does the period of Leave and License is terminated properly?	Yes
4.	Does applicant is entitled for relief as prayed?	Yes
5.	What order?	Application is allowed.

REASONINGS

AS TO POINTS 1, 2 AND 3 -

5. There is no dispute regarding ownership and execution of leave and license agreement. The applicant produced the document **Sr.No.1 with Exh -4** which is the copy of sale deed of application premises. It shows the application premises is allotted to applicant. It shows the ownership of the applicant. The document shows the applicant 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 as admitted.

6. The document **Sr.No.2 with Exh -4** 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. The period of leave and license is going to expire on 31.01.2025 by efflux of time. However, as stated in application the respondent was in default of payment of license fees. She has not paid license fees from December 2023 which is the violation of the terms of leave and license agreement. Therefore the applicant issued termination notice **Sr.No.3 with Exh -4** dated 22.07.2024 to respondent. Said notice is given as per the clause 10 of the leave and license agreement. It is proper notice in compliance clause 10 of the agreement. The notice is duly served upon respondent. It is one months notice as contemplated in clause 10 of leave and license agreement. The notice is not yet complied. Hence, as per clauses and terms of the leave and license agreement the leave and license agreement is properly terminated by giving notice to respondent. The termination of the leave and license includes expiry thereof. Thus leave and license is expired on 22.08.2024 i.e. after one month of termination notice by way of termination. Hence for this reason I have recorded my findings as to point no. 3 in affirmative.

AS TO POINT NO 4 AND 5 :-

7. The leave and license agreement is expired on 22.08.2024. The premises is yet not vacated and handed over to the applicant. Section 24 of the MRC Act, empowered this authority to pass order of

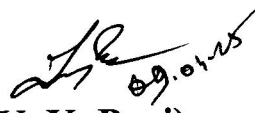


eviction and damages on the expiry of leave and license agreement. Hence, I found the applicant is entitled for eviction order and damages. There is no provision for enabling this authority to grant outstanding license fees. It is civil dispute falls under the jurisdiction of civil court. Parties can adjudicate it before competent civil court. The license fees at the time of termination was Rs.24,200/- Hence, the respondent is liable to pay Rs.48,400/- per month as a compensation. Hence, the prayer for arrears of license fees is rejected. 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.526/1051, Built Up: 150 Sq.mtr., situated on the floor of a building known as A Block standing on the plot of land bearing survey no.:1, Ambika Nagar, Ulhasnagar Camp kra.4, Ulhasnagar, Dist-Thane.”** to the applicant within 30 days from the date of this order.
3. The respondent is further directed to pay damages to applicant at the rate of Rs. 48,400 /- **Per month** ($24,200 \times 2 = 48,400/-$) from **23.08.2024** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai
Date :09.04.2025


(V. K. Puri)
Competent Authority
Rent Control Act Court,
Konkan Division, Mumbai.

IN THE COURT OF COMPETENT AUTHORITY RENT CONTROL
ACT, KONKAN DIVISION AT MUMBAI,
(Presided over by V. K. Puri)
Eviction Application No.212/2024

Chhaya V/s Naina

Order Below Exh.12 leave to defend application by respondent
[Dt.09/04/2025]

The applicant being a owner and licensor filed application for eviction as per section 24 of Maharashtra rent control Act against respondent. As per the applicant, leave and license agreement dated 18.04.2023. Accordingly the possession of application premises was delivered to respondent. After entering into the license premises the respondent failed to pay the license fees from December 2023. Therefore the licensor issued termination notice dated 22.07.2024. Despite the termination the respondent has not vacated the premises. Hence, the applicant approached to this authority for eviction and damages as per section 24 of MRC Act. To defend this eviction application, licensee i.e. respondent filed leave to defend application at Exh.12.

2) The respondent submitted that the leave and license agreement as alleged by the applicant was executed. She further submitted she has not paid license fees due to her not capacity to pay rent. Thereafter her brother in law and the applicant have arrived at some mutual arrangement and her brother in law paid Rs.10,00,000/- to the applicant as a heavy deposit and started residing license premises. From then onward she is not residing in application premises and her brother in law is occupying the premises.




3) The applicant denied all the contention and submitted that the respondent was residing along with her brother in law and they are in collusion. Licensor prayed for rejection of application.

4) I have gone through the application and heard applicant,. The respondent remained absent for the argument. Ample opportunity is granted by this authority to the respondent. Therefore this application is taken up for the order. The perusal of leave to defend application. It transpired that the leave and license agreement is admitted. The possession is not returned to the applicant. As stated by the respondent that there was mutual arrangement between the applicant and her brother in law and amount of Rs.10,00,000/- was transferred, as regard to this there is nothing on record to believe this statement. There is nothing to believe that licensor and licensee relationship is terminated with respondent. Hence, the ground stated by the respondent are not sufficient to grant her leave to defend. For this reason, I pass following order:

ORDER

The application Exh.12 is hereby rejected.

Mumbai
09/04/2025


(V.K. Puri)
Competent Authority
Rent Control Act Court
Konkan Division, Mumbai