

Presented on :	31/01/2024
Registered on :	31/01/2024
Decided On :	02/05/2025
Duration :	01Y03M02D

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

(Presided over by V.K.Puri)

**EVICTION APP. NO.18 OF 2024**

**Exh.25**

**1.Cyrus Max Broacha**

Age:52 Years, Occ: Not Known

**2.Ayesha Cyrus Broacha**

Age:52 Years, Occ: Not Known

Both R/at- 7, Skylark, 4th Floor,  
Little Gibbs Road, Malabar Hill,  
Mumbai-400006 .

.....Applicants

**VERSUS**

**1. Anurag Agarwal**

Age: Major, Occ: Not Known

R/at- Soudamini Apartments, Block NS,

Flat No. 206, Near Art Of Living

Ashram Udaypura, Kannakpura,

Bengaluru, Karnataka- 560082

**2. Poonam Mukim Agarwal**

Age: Major, Occ: Not Known

**3. Mrunalini Agarwal**

Age: Minor Occ: Not Known

Both 2 & 3 R/at: 302, 3<sup>rd</sup> Floor, Planet Godraj,

Tower 3, Electra CHSL, Keshavrao

Khadye Marg, Mahalaxmi,

Mumbai-400011.

..... Respondents



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

**Appearance**

.....  
 Adv. Pratibha Mehta .....Advocate for the Applicants.  
 Adv. Mayank Chandan .....Advocate for the respondent No.1.  
 Adv. Jayakar & Partners .....Advocate for the respondent No.2 & 3.

**J U D G M E N T**

(Delivered on 02<sup>nd</sup> of May, 2025)

This is an application filed under Section 24 of Maharashtra rent control Act 1999 (Herein after referred as MRC Act) for seeking Eviction and damages.

2. As per the submission of the applicants, they are joint owner of the application premises. They have given this premises on leave and license basis to respondent no.1. The premises was given for residence of the respondents. The premises is as described under. The agreement is expired but premises is yet not vacated. Hence, applicant filed this case.

The necessary details of the application are as under:

A]The description of premises mentioned in application :

**“R/at- Flat No. 302, admeasuring about 959.90 sq.ft., comprising 2 bedrooms and 2 bathrooms situated on the 3<sup>rd</sup> floor and one covered car parking being numbered as 171 located in the compound of the building known as Planet Godrej Tower 3**



**(Electra) situated at Kesahvrao Khadye Marg, Mahalaxmi, Mumbai-400011.”**

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

**I] Period-** For 36 months commencing from 05.01.2021 and ending on 04.01.2025

**II] Fees and Deposit** – Rs.95,000/- per month for first 12 months

Rs.1,00,000/- per month for next 12 months

Rs.1,05,000/- per month for last 12 months as monthly license fee & Rs.2,85,000/- Interest free refundable security deposit.

3. The respondents are served with notice as contemplated under section 43 (2) (3) of MRC Act. Respondent no.1 appeared and filed his leave to defend application at Exh-18. His application is rejected. The respondent no.2 & 3 filed separate application for leave to defend application below Exh-20. That application is also came to be rejected. Thereafter, the matter is heard taken up for decision in view of section 43 of the MRC Act.

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 applicants are landlord of application premises?	Yes
2	Is there any leave and license agreement between applicants and respondent in respect of application premises?	Yes



3.	Does the period of Leave and License is expired by efflux of time?	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. The applicant produced the document **Exh – A , A1 & C** which is copy of agreement for sale ,share certificate and electricity bill of application premises. The document shows the applicants are joint owner of license premises. The ownership is nowhere disputed in this application. The leave and license agreement is admittedly executed between the parties. The agreement shows the premises is given on leave and license basis to the respondent no.1 for the residence of all respondents. Therefore the applicants are landlord. Hence, the finding as to point no.1 in affirmative.

6. The document **Exh – D** 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 expired on 04.01.2025 by efflux of time. Thus it is proved that the there is leave and license agreement between applicant and respondent



no.1 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 :-**

6. The leave and license agreement is expired on 04.01.2025. The premises is yet not vacated. The respondents are still occupying said premises. The leave to defend application of the respondents are rejected. Section 24 of the MRC Act, empowered this authority to pass order of eviction and damages on the expiry of leave and 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. As per the agreement, the respondent no.1 is a licensee and respondent no.2 & 3 are occupier. Therefore the respondent no.1 only liable to pay the damages to the applicants. Hence, I answered point 4 in affirmative and in answer to point no. 5 passed following order –

**ORDER**

1. The application is allowed.
2. The respondents are hereby directed to handover vacant and peaceful Possession of application premises “Flat No. 302, admeasuring about 959.90 sq.ft., comprising 2 bedrooms and 2 bathrooms situated on



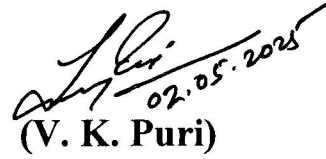
**the 3<sup>rd</sup> floor and one covered car parking being numbered as 171 located in the compound of the building known as Planet Godrej Tower 3 (Electra) situated at Kesahvrao Khadye Marg, Mahalaxmi, Mumbai-400011.” to the applicants within 30 days from the date of this order.**

3. The respondent no.1 is hereby directed to pay damages to applicants at the rate of Rs. **2,10,000/- Per month** ( $1,05,000 \times 2 = 2,10,000/-$ ) **from 05.01.2025** to till Handover the vacant possession of application premises.

4. The applicants are at liberty to appropriate security deposit if any.

**Mumbai**

**Date :02.05.2025**



02.05.2025

**(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.18/2024**

**Cyrus. V/s Anurag**

**Order Below Exh.18 leave to defend application**  
**[Dt.02/05/2025]**

This an application seeking leave to defend to the eviction application filed by the licensor. As per the contention of the licensee he has executed leave and license agreement with the applicants for residential purpose for the period of 36 months commencing from 05.01.2021 and ending on 04.01.2024. The agreement was executed for the residence of his family member i.e. his wife and daughter. During the subsistence of leave and license agreement, the respondent no.1 has never resided in license premises. He was residing separately at Bengaluru. In the month of January 2023, the respondent no.1 has sent an e-mail to the applicant no.2 informing her that respondent no.2 and her daughter would be residing in license premises, he is separated and filing divorce petition. He also informed her about the activities of the respondent no.2. It was also informed to applicant no.2 that the respondent no.2 was not allowing him to enter into the house. Therefore he requested to applicants to transfer the leave and license agreement in the name of respondent no.2 if they wish to continue them to reside in license premises. By said e-mail the respondent no.1 officially terminated leave and license agreement. Despite this termination the applicants allowed respondent no.2 to occupy license premises and directly accepted license fees from the respondent no.2. Thus the agreement with the respondent no.1 is come to an end and fresh agreement by conduct is executed with respondent no.2. Hence, the



respondent no.1 is not liable to perform the leave and license agreement and he cannot be held liable for the same.

2. The applicant strongly opposed said application stating that the respondent no.1 has taken this premises for his residence along with his family. He agreed in the agreement that on expiry of the agreement or sooner determination of the agreement the licensee will remove all persons and vacate the premises. They relied upon clause 29 of the agreement. They submitted the acceptance of the license fees from the respondent no.2 does not absolve the respondent no.1 from performing his obligation of the agreement. The agreement cannot be terminated unless he has vacated the premises along with his family members. Therefore the respondent no.1 is not entitled for leave to defend and prayed for rejection of this application.

3. I have gone through the application and perused the leave and license agreement. The Id. Advocate for the respondent relied upon the e-mail correspondence and argued that the respondent no.2 and the applicants are in collusion. They are trying to extort money from the respondent no.1. The respondent no.2 has paid license fees. Therefore the respondent no.1 is discharged from performing his obligation. In this context the perusal of leave and license agreement it transpired, the leave and license agreement cannot be terminated by sending e-mail only. As per the clause 29 of the agreement, the premises has to be vacated by removing all family members and belonging. Admittedly, the respondent no.1 has not removed his articles and his family members. The dispute between the husband and wife cannot be a reason for withholding the license premises. The landlord cannot be a sufferer for the act of licensee. The acceptance of the licensee from one of family member of licensee does not amounts to creation of fresh agreement with them. Mere






acceptance of license fees is not sufficient to hold that the applicant and respondent no.2 are colluded with each other. The agreement is expired on 04.01.2024, the applicants are not getting their license fees. Therefore the contention of the licensee that the parties are in collusion is not proper defence. Hence, I found there is no substantial triable issue in this case. The respondent no.1 has failed to perform his obligation. Hence, the respondent no.1 is not entitled for leave to defend. Hence, I pass following order:

**ORDER**

The application Exh. 18 seeking leave to defend is hereby rejected.

**Mumbai**  
**02/05/2025**

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