

Presented on :	11.03.2025
Registered on :	11.03.2025
Decided On :	24.11.2025
Duration :	00Y08M13D

**IN THE COURT OF COMPETENT AUTHORITY RENT  
CONTROL ACT, KONKAN DIVISION, AT-MUMBAI.**  
(Presided over by Smt. P. A. Rajput)

**EVICTIION APP. NO. 65 OF 2025**

**Exh.22**

**Mr. Darshan Vilas Bane**

R/o: Plot No.548,

Room No.A-15, Deeplaxmi CHS,

Sector: 5, Charkop, Kandivali(W),

Near Ganesh Mandir, Mumbai-400067

**...Applicant**

**VERSUS**

**Suchita Ramesh Iyer**

R/o: Flat no.4, Ground floor,

Sarang Apartment, Dhobi Ali,

Charai Thane-400601

Earlier residing at Flat no.15/4,

Bhagwandas Building, New Thana Bakery Road,

Mahagiri, Thane-400601

**...Respondent**

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

**Appearance**

Ld. Adv. Smt. Vaishali Bhiungade advocate for the applicant.

None for the Respondent.

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

(Delivered on 24<sup>th</sup> day 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 that, he is the owner of application premises. He has given this premises on Leave and License basis to respondent. The term of Leave and License Agreement is going to be expired on 06.01.2026. However, the respondent defaulted the payment of regular license fee. The applicant issued eviction notice **Exh.A4**. In spite of that the respondent failed to vacate the application premises. Hence this application is came to be filed.

The necessary details of the application premises are as under:

**A] The description of premises mentioned in application :**

“Flat No.04, Built up: 550 Sq.ft., situated on the Ground floor of a building known as Sarang Apartment, Dhobi Ali Road, Charai Thane- 400601”

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

**I] Period-** 22 months commencing from 07.03.2024 and ending on 06.01.2026.

**II] Fees and Deposit** – Rs.20,000/- per month for the first 11 months,

Rs.21,000/- per month as a license fees for the next 11 months.

& Rs.1,00,000/- interest free refundable deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. She failed to appear before this Authority. Hence, the matter is heard and taken up for decision.

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

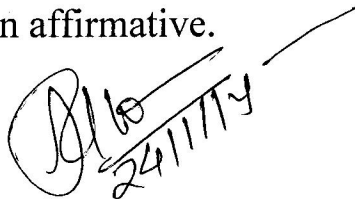
Sr.No.	Points	Findings
1	Whether the applicant is a landlord of application premises?	Yes
2	Whether there is leave and license agreement between applicant and respondent in respect of application premises?	Yes
3.	Whether the Leave and License Agreement is properly terminated?	Yes.
4.	Does applicant is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

### REASONINGS

#### AS TO POINTS 1, 2 AND 3 -

5. As per applicant the suit premises originally belonged to his maternal grandfather late Shri. Vasant Hari Ghag. After his death the society of the application premises mutated the applicants name in the Share Certificate Exh.A3. Perusal of the Share Certificate shows that it bears the name of applicant. It shows that the applicant is a landlord of application premises. Hence I record the finding as to point no. 1 in affirmative.

6. The document **Exh.A1** is the verified copy of the Leave and License Agreement. It is conclusive as per **section 24 - Explanation (b) of MRC Act** for the fact stated therein. The fact of execution of Leave and License Agreement is not disputed by the respondent. Hence I record my finding as to point no. 2 is in affirmative.



7. The period of leave and license is commenced on 07.03.2024 and will expire on 06.01.2026. However, due to default in the payment of the license fee the applicant sent legal notice for eviction to the respondent on 17.09.2024. As per this notice the term of the Leave and License Agreement was curtailed to 06.10.2024. The fact of default is not contested by the respondent. Hence, the submission of the applicant has to be considered. The respondent did not pay heed to the termination of the Leave and License Agreement and still residing in license premises without any authority. The term of Leave and License Agreement is terminated by the applicant vide notice dated 17.09.2024. As per this notice the Leave and License Agreement is terminated on 06.10.2024. The Leave and License Agreement in Clause no. 11 specifically states that in case of default in payment of monthly compensation the licensor will be entitled for termination of the Leave and License Agreement after lock-in period. The lock-in period was for six months. The termination notice is sent after lock-in period. The fact of default is not disputed by the respondent by contesting the present application. Hence for this reason I have recorded my findings as to point no. 3 in affirmative and held that the leave and license agreement is properly terminated.

**AS TO POINT NO 4 AND 5 :-**


8. The leave and license agreement is terminated on the date 06.10.2024. Thereafter during pendency of the present application the respondent vacated the application premises on 18.08.2025. Hence, the monetary claim of the applicant needs to be crystallized. Section 24 of the MRC Act, empowered this authority to pass order of eviction and damages on the expiry/termination of leave and license agreement. The applicant can move before civil court for the recovery of outstanding and damages as per agreement if any. the applicant is entitled for the double the license fee from the date of the termination to the date of possession. The license fee when the Leave and

License Agreement was terminated was Rs.20,000/- per month. Hence, the applicant is entitled for double the license fee i.e. Rs.40,000/- per month for that period. Accordingly, I answer point 4 in affirmative and in answer to point no. 5 pass following order –

**ORDER**

1. The application is allowed.
2. The respondent is directed to pay damages to applicant at the rate of **Rs.40,000/- per month (Rs.20,000\*2= 40,000/-)** from **07.10.2024** to **18.08.2025** which is the date of the vacant possession of application premises was received by the applicant.
3. The applicant is at liberty to appropriate security deposit if any.

**Mumbai**  
**24.11.2025**

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