

Presented on :	09.12.2024
Registered on :	09.12.2024
Decided On :	10.12.2025
Duration :	01Y00M01D

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

EVICTIO APP. NO. 290 OF 2024

Exh.10

Faiyaz M. Fakhi,
Residing at Room No. 54,
Hanja Mansion Chawl,
Gaothan Lane No.4,
Andheri (W), Mumbai-400058

...Applicant

VERSUS

Laeque Ahmed Warsi
Flat No. 701/A-wing,
7th floor, Shree Ram Tower,
MTNL Road, Shanti Park,
Mira Road, Thane



...Respondent

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

Appearance

.....
Ld. Adv. Shri. Arman Parve Advocate for the applicant.
None for the Respondent.
.....

J U D G M E N T(Delivered on 10th Day of December, 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, he is the owner of application premises. He has given this premises on leave and license basis to respondent. The term of agreement was for 24 months. The respondent failed to vacate the application premises after expiry of the term of the agreement. Hence, the applicant issued termination notice dated 11.06.2024 to the respondent. The period of Leave and License is already terminated by efflux of time. Said notice is duly served upon respondent but the respondent has not vacated 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. 701/A-wing, Built-up: 55.39 Sq.mtrs carpet area- 596 Sq.ft, 7th floor, Shree Ram Tower, standing on the plot of land bearing old survey no. 728 new survey number: 121, MTNL Road, Shanti Park, Mira Road, Teh. Mira- Bhayander, Dist. Thane”

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

I] Period- 24 months commencing from 18.10.2007 and ending on 17.01.2009.

II] Fees and Deposit – Rs.4,00,000/- as a non-refundable security deposit for the 24 months i.e. 18.10.2007 to 17.01.2009.

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

File
10/12/25

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

Sr.No.	Points	Findings
1.	Whether present application is maintainable before this Authority?	No
2.	What order?	Application is dismissed.

REASONINGS

AS TO POINTS 1 -

5. The applicant has filed certified copy of the registered Agreement to Sale **Exh.A1**. It shows that, applicant has purchased the application premises through registered deed. It shows the applicant is owner of the application premises.

6. The document **Exh.A2** is the certified copy of registered Leave and License Agreement. Perusal of this agreement shows that there is no license fee mentioned in the agreement. The clause 2 of the agreement shows that the security deposit for the amount of Rs. 4,00,000/- was agreed to be deposited by the respondent. However, it was agreed that the said amount will be interest free and shall be refunded to the applicant on expiry of the agreement. There is no mention of a monthly compensation/license fee. That means the Leave and License Agreement was executed without monthly compensation.

7. For purpose of filing application under Section 24 it is necessary to fulfill the requirement provided under the Act. The Maharashtra Rent Control Act specifically defines the word licensor and licensee. Section 7(5) of the Maharashtra Rent Control Act defines licensee. As per this definition the

licensee in respect of any premises or any part thereof, means the person who is in occupation of the premises or such part, as case may be, under a subsisting agreement for a license given for a **license fee or charge;-----**. This definition is itself clear that when there is no clause for license fee in the agreement, the person cannot be considered as licensee. Section 24 of the Maharashtra Rent Control Act specifically deals with the licensee under section 7(5). Hence, when there is no license fee mentioned in the application the person residing in the premises cannot be considered as licensee. Accordingly section 24 is also not applicable in such circumstances.

8. It would be pertinent here to refer to the decision of Hon'ble Bombay High Court in the case of **Mrs. Farida Amin Tharani v/s Mrs. Asma Begum Mohd. Siddique Shaikh and Anr. W. P. No.4794 of 2018**. The Hon'ble Bombay High Court in the above Authority was dealing with the similar case in which there was no license fee and only deposit amount was mentioned in the Leave and License Agreement. The Competent Authority returned the application for presentation to the proper forum as the respondent do not fall in the definition of licensee as license is without compensation. The decision of the Competent Authority was upheld in revision by the Additional Commissioner Konkan Division. Thereafter the applicant approached before the Hon'ble Bombay High Court in the form of above writ petition. The Hon'ble Bombay High Court held that when defendant was not paying either license fee or charge or any rent and therefore he was neither licensee as defined under Section 7(5) nor he was tenant under Section 17(15) of Maharashtra Rent Control Act. It was further held that;

34. *In paragraph 8, it was observed that according to the pleadings of the plaintiff, the defendant was not paying either licence fee or charge or any rent and therefore he was neither licensee as defined in Section 7(5) nor he was a tenant under Section 17(15) of the Maharashtra Rent Act and,*

therefore, his case would not be covered either under Sections 22 or 24 of the Maharashtra Rent Act. The landlord, therefore, could not have made an application before the Competent Authority and the provisions as contained in Chapter VIII would not be applicable. The Competent Authority does not have jurisdiction to entertain application of the plaintiff. In my opinion, said judgment applies in all fours to the facts of the present case.

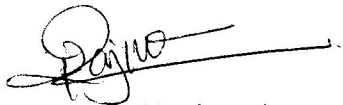
35. *In the light of the aforesaid discussion, one has to conclude that as the parties have mutually agreed that there is no monthly compensation payable by the first respondent, the proceeding filed by the petitioner under Section 24 of the Maharashtra Rent Act before the Competent Authority itself was not maintainable. In this view of the matter, explanation (b) to Section 24 will also not be applicable in the present case.*

9. The above decision of the Hon'ble Bombay High Court is squarely applicable to the case in hand. In the present case also there is no mention of monthly compensation in the Leave and License Agreement. Hence, the application is not maintainable under Section 24 of the Maharashtra Rent Control Act. Accordingly, I answer point 1 in affirmative and in answer to point no. 2 pass following order –

ORDER

1. The application is dismissed.
2. The applicant to proceed before appropriate forum.

Mumbai
10.12.2025


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