

Presented on :	30/10/2024
Registered on :	30/10/2024
Decided On :	07/03/2025
Duration :	00Y04M08 D

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

EVICTIION APP. NO.258 OF 2024

Exh.13

**Giriraj Enterprises
A Partnership Firm**

Age: - , Occ: -

R/at: 7th floor, in the building

Known as Pattathu Business Plaza,
CST Road, Santacruz East,
Mumbai-400098.

Through One its partner

Pattathu Joseph Anthony

Age:53 Years , Occ: Business

R/at- B-25/100, Sunder Nagar,

CHS Road No.2, CST Road,

Kalina, Santacruz East,

Mumbai-400098.

.....Applicant

VERSUS

Shankwar Kajal

Age:Major , Occ: Not Known

R/at- Flat No.905, 9th floor,

Pearl Residency, CTS No.806,807,

808, J.P. Road, Opp. A.H. Wadia

School, Andheri West, Mumbai-400053.

Also R/at: Flat No.501, 5th floor,

Green View Tower, Air India Colony,

Shantiniketan, Yari Road, Andheri West,

Mumbai-400061.

.....Respondent

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

Appearance

.....
 Adv. Lauv DhawanAdvocate for the applicant.
 Adv. Priyanka KoshyAdvocate for the respondent.

J U D G M E N T

(Delivered on 07th Day of March, 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 applicant firm is the owner of application premises. It has given this premises on leave and license basis to respondents for residential purpose. The premises is as described under. The licensor issued termination notice dated 21.02.2024 to the respondent by using clause 11 of leave and license agreement. The period of leave and license is terminated by said notice. 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 are as under:

A] The description of premises mentioned in application :

“R/at- Flat No.905, 9th floor, Built Up: 850 Sq.ft, Pearl Residency, CTS No.806,807, 808, J.P. Road, Opp. A.H. Wadia School, Andheri West, Mumbai-400053.”

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

I] Period- 11 months commencing from 01.07.2023 and ending on 31.05.2024.

II] Fees and Deposit – Rs.66,000/- per month as license fees and Rs.2,00,000/- as a interest free refundable deposit.



3. The respondents are served with notice as contemplated under section 43 (2) (3) of MRC Act. The service affidavit and track report is at Exh-08 , 09 & 10. The respondent appeared through her advocate but she has not filed any application seeking leave to defend. Hence, the matter is heard and taken up for 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?	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** which is the copy of maintenance bill of the application premises. 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 in affirmative.



6. The document **Exh – C** 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 31.05.2024 by efflux of time. However, as stated in application the applicant has received several complaint from the society regarding the conduct of respondent. Therefore the applicant issued termination notice **Exh-D** dated 21.02.2024 to respondent. The perusal of said notice it seems it is one month notice as required under clause 11 of leave and license agreement. Therefore the termination notice **Exh-D** is proper notice. Hence, the leave and license agreement is properly terminated. Hence for this reason I have recorded my findings as to point no. 2 & 3 in affirmative.

AS TO POINT NO 4 AND 5 :-

7. The leave and license agreement is expired on 21.03.2024 i.e. after one month of termination notice. The premises is yet not vacated. The respondent is in occupation of said premises even after the termination 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. The expiry of the agreement includes the termination of the agreement for default. 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 is before civil court. The license fees at the time of termination was 66,000/- therefore the applicant is entitled for 1,32,000/- from the date of

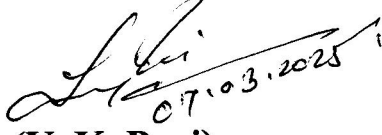
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expiry as a compensation. Accordingly, I answered point 4 in affirmative and in answer to point no. 5 passed following order –

ORDER

1. The application is allowed.
2. The respondent is hereby directed to handover vacant and peaceful Possession of application premises “**Flat No.905, 9th floor, Built Up: 850 Sq.ft, Pearl Residency, CTS No.806,807, 808, J.P. Road, Opp. A.H. Wadia School, Andheri West, Mumbai-400053.**” to the applicant within 30 days from the date of this order.
3. The respondent is hereby directed to pay damages to the applicant at the rate of **Rs.1,32,000/- Per month (66,000 x 2 = 1,32,000/-)** from 22.03.2024 to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai
Date :07.03.2025


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