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|-----------------|------------|
| Presented on :  | 13.10.2025 |
| Registered on : | 13.10.2025 |
| Decided On :    | 12.08.2026 |
| Duration :      | 00Y09M30D  |

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

**EVICTON APPLICATION NO.227 OF 2025**

**Exh-12**

**GODAVARI NARAIN DAS**

Through Her Constituted Attorney

**AJAY KUMAR**

R/At : Flat No.303, Sea Crest-2, Seven Bungalow,

J P Road, Versova, Andheri West, Mumbai 400061.      **...Applicant**

**VERSUS**

**RAJNEESH MONGA**

R/At- Flat No.306, 3<sup>rd</sup> Floor Building Known As

Gold Crown, J P Road, 7 Bungalow, Versova,

Andheri West, Mumbai 400061.      **...Respondent**

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

**Appearance**

.....  
Ld Adv Shri D R Pandey for the applicant.

None for the respondent.  
.....

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

(Delivered on 12<sup>th</sup> Day of August, 2026)

*Rajneesh*  
12/8/26.

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, she is the owner of premises mentioned in application. She has given this premises to the respondent by executing Leave and License Agreement. The respondent defaulted the payment of license fees. Hence the applicant terminated the leave and license agreement by giving notice to the respondent dt.03.09.2025. The period of leave and license is expired and the respondent failed to vacate the application premises.

The necessary details of the application are as under:

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

“Flat No.306, Built Up 600 Sq.Ft., 3<sup>rd</sup> Floor Of A Building Known As Gold Crown, J P Road, 7 Bungalows, Versova, Andheri West, Mumbai 400061”

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

**I] Period-** 12 months commencing from 26.11.2024 and ending on 25.11.2025.

**II] Fees and Deposit –**

Rs.23,500/- per month as a license fees.

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. The respondent filed his Leave to Defend application. The Leave to Defend application came to be rejected by this Authority. Thereafter, the matter is 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.     | Whether the leave and license agreement is properly terminated?                                                   | Yes                     |
| 4.     | Whether 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 in order to prove her ownership filed on record the verified copy of the Share Certificate (**Exh-A1**). Perusal of this document shows that the applicant is the member of the society of the application premises. The ownership of the applicant is not contested by the respondent. Hence, it can be held that the applicant



is the landlord of application premises. The available records show that the applicant is entitled to give this property on leave and license basis. Hence I record the finding as to point no.1 in affirmative.

6. The document **Exh-A6** is the certified copy of 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 25.11.2025 by efflux of time. However as per applicant the respondent committed default in the payment of license fees. Hence, the applicant terminated leave and license agreement by her notice dt.03.09.2025 (**Exh-A5**). The respondent failed to reply to this notice. Hence, the case of the applicant has to be considered on the basis of their record. Accordingly I hold that the leave and license agreement is properly terminated by the applicant. 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 :-**

7. The leave and license is terminated on 03.10.2025 (i.e. after one month of the termination notice dt.03.09.2025). The premises is yet not vacated and handed over to the applicant. Section 24 of the MRC Act, empowers 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. Hence,



the prayer for arrears of license fees is rejected. 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 hereby directed to handover vacant and peaceful Possession of application premises **“Flat No.306, Built Up 600 Sq.Ft., 3<sup>rd</sup> Floor Of A Building Known As Gold Crown, J P Road, 7 Bungalows, Versova, Andheri West, Mumbai 400061”** to the applicant within 30 days from the date of this order.
3. The respondent is directed to pay damages to applicant at the rate of **Rs.47,000/- per month (23500 x 2 = 47,000/-) from 03.10.2025** till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai**  
**Date :12.08.2026**

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

