

Presented on :	09.12.2024
Registered on :	09.12.2024
Decided On :	17.10.2025
Duration :	00Y10M08D

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

(Presided over by Smt. P. A. Rajput)

EVICTIION APP. NO. 287 OF 2024

Exh.16

Kailash P. Chatterjee

Through his constituted attorney
Anil Naraindas Gogia), Age 49 years,
Residing at: B-204, Breeze Building,
3rd Cross Lane, Lokhandwala Complex,
Andheri (W), Mumbai-400053
And presently residing at:
SOLEA apartment, 3, Little Bay,
Philipsburg, Sint Maarten.

...Applicant

VERSUS

Mehek Lalit Tahiliani

Age 45 years,
Residing at Flat No. 1001,
B wing, Supreme-19, 3rd Cross lane,
Lokhandwala Complex, Andheri (W), Mumbai-400053
And presently residing at:
Flat No. 1302, 8 the habitable floor(13th level)

[Handwritten signature]
17/10/25

C wing Windsor Grande Residences,
 CTS No. 1A/1B/7A/1 village-Goregaon (W)
 Mumbai-400104.

...Respondent

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

Appearance

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 Ld. Adv. Shreem Law Chambers Advocates firm for the applicant.

Ld. Adv. Shri. Shaikh Shafi Ahmed Advocate for the respondent.

J U D G M E N T

(Delivered on 17th of October, 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 premises mentioned in application. He has given this premises to the respondent on Leave and License for 60 months. There was a written registered agreement executed between them.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“Flat No. 1302, 8th habitable floor(13th level), In the C wing Windsor, Grande Residences, lying being at CTS No. 1A/1B/7A/1 Village-Goregaon (W) Mumbai-400104”

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

[Signature]

I] Period- 60 months commencing from 07.10.2021 and ending on 06.10.2026.

II] Fees and Deposit –

Rs.2,35,000/- per month for the first 12 months,

Rs.2,46,750/- per month for the next 12 months,

Rs.2,59,087/- per month for the next 12 months,

Rs.2,72,041/- per month for the next 12 months

Rs.2,85,643/- per month for the last 12 months as monthly license fees and

Rs.10,00,000 /- as security deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. The respondent appeared and filed his reply without Leave to Defend which came to be rejected vide order below **Exh.11**. Hence, in view of section 43 of MRC Act the matter is heard and taken up for final 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 properly terminated?	Yes
4.	Does applicant is entitled for relief as prayed?	Yes

5.	What order?	Application is allowed.
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REASONINGS

AS TO POINTS 1, 2 AND 3 -

5. The ownership of the applicant and the execution of Leave and License Agreement is not disputed by the respondent. Hence, it appears that the applicant is landlord of application premises. Hence the finding as to point no. 1 in affirmative.

6. The document **Exh.A1** 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 was supposed to expire on 06.10.2026. However, as per the applicant the respondent defaulted in payment of the license fee resulting in breach of clause no. 3 of registered Leave and License Agreement. Thereafter the respondent also carried out alterations in the suit premises and thereby violated the clause 11 of the registered Leave and License Agreement. It is further submitted by the applicant that he needs the application premises for his own use. Hence, as per the agreement between them he issued notice of termination of Leave and License Agreement to the respondent after expiry of lock in period on 13.09.2024.

7. The respondent thereafter failed to vacate the application premises and sent the notice reply dated 20.09.2024. Thereafter again the second notice for the eviction is sent by the applicant on 14.10.2024. The respondent failed to vacate the premises after the said notice as well.

8. As per clause 17 of the Leave and License Agreement the licensee/respondent agreed to vacate the premises on termination. The Leave



and License Agreement was terminated by the applicant vide notice dated 13.09.2024. As per this notice the Leave and License Agreement was terminated on 15.10.2024(i.e. after one month of the notice). The respondent failed to vacate the premises thereafter. As per applicant there is alterations in the application premises which itself is a reason to terminate the agreement. The said fact is not denied by the respondent. As there are alterations in the application premises as per applicant, he terminated the agreement. Hence I held that the agreement is properly terminated for this reason I have recorded my findings as to point no. 2 and 3 in affirmative.

AS TO POINT NO 4 AND 5 :-

9. The leave and license is expired on 15.10.2024. The expiry includes the termination. The premises is yet not vacated and handed over to the applicant. Section 24 of the MRC Act, empowered 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. The licensee only liable to pay the damages. The other claims can be sought before the Civil Court. The license fee at the time of termination was Rs.2,72,041/- hence the applicant is entitled double the license fee of this amount. 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. 1302, 8 the habitable floor(13th level), In the C wing Windsor, Grande Residences, lying being at CTS No. 1A/1B/7A/1 Village-Goregaon (W) Mumbai-400104”** to the applicants within 30 days from the date of this order.



3. The respondent is directed to pay damages to applicant at the rate of **Rs.5,44,082/- per month (2,72,041x 2 =5,44,082/-) from 16.10.2024** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai
17.10.2024


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