

Presented on :	03/06/2023
Registered on :	03/06/2023
Decided On :	04/04/2025
Duration :	01Y10M01D

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

**EVICTIION APP. NO.145 OF 2023**

**Exh.19**

**1.Kaushik Mahendra Maniar**

Age: 72 Years ,Occ: Business

**2.Hansa Mahendra Maniar**

Age: 93 Years Occ: Retired

Both R/at-Flat No.10, B-Wing, 2<sup>nd</sup> floor,

Mahindra Mansion, Dashrathlal Joshi

Road, Vile Parle West, Mumbai- 400056.

.....Applicants

**VERSUS**

**1.Mrunal Naresh Mehta**

Age: 69 Years ,Occ: Retired

R/at: 44-A/2, Yashodhan Mangalmurti

CHS, Film City Road, Goregaon East,

Mumbai-400063.

**2. Chintal Jay Mehta**

Age: 32 Years, Occ: Not Known

R/at- Flat No.10, B-Wing, 2<sup>nd</sup> floor,

Mahindra Mansion, Dashrathlal Joshi

Road, Vile Parle West, Mumbai- 400056.

.....Respondents

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

**Appearance**

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Adv. Devendra Udani

Adv. Vijendra Jabra .....Advocates for the applicants.

None for the respondent no.1

Adv. Chaitanya Patel .....Advocate for the respondent no.2



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

(Delivered on 04<sup>th</sup> Day of April, 2023)

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, they are the owners of premises mentioned in application. They have given this premises to the respondent no.1 on grant by executing leave and license agreement. The period of leave and license is expired but the respondents have not vacated application premises.

The necessary details of the application are as under:

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

**“R/at- Flat No.10, B-Wing, 2nd floor, 675 Sq.ft , Mahindra Mansion-37 , Dashrathlal Joshi Road, CTS No. 1247, Vile Parle West, Mumbai- 400056.”**

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

**I] Period-** 24 months commencing from 01.02.2019 and ending on 31.01.2021.

**II] Fees and Deposit** -1. Rs.10,000/- per month for first 12 months  
2. Rs.10,500/- per month for next 12 months as a license fees & Rs.10,000/- as security deposit.

3. The respondents are served with notice as contemplated under section 43 (2) (3) of MRC Act. The service affidavit is at Exh- 11. Tracking report along with postal receipt is at Exh- 07, 08 & 12. Respondent no.1 appeared and filed affidavit below Exh-15 stating



that she has executed leave and license agreement dated 11.02.2019 with applicant. She stated that she has no objection to handover this premises to the applicant. She further prayed for passing appropriate order as per law. She has not filed leave to defend application as per section 43 of the MRC Act. 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 expired?	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** is the copy of property card of the application premises. The document shows the applicant is entitled to give application premises on leave and license basis. The applicant is landlord of application premises. Hence the finding as to point no. 1 in affirmative.

6. The document **Exh – B** 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 31.01.2021 by efflux of time. Thus it is proved that there is leave and license agreement between applicant and respondent and it is expired by efflux of time. 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 expired on 31.01.2021. 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 respondent no.2 is not party of this agreement. Therefore she cannot be held liable to pay damages to the applicant. The licensee only liable to pay the damages. 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 respondents are hereby directed to handover vacant and peaceful Possession of application premises “**Flat No.10, B-Wing, 2nd floor, 675 Sq.ft , Mahindra Mansion-37 , Dashrathlal Joshi Road, CTS No. 1247, Vile Parle West, Mumbai- 400056.**” to the applicants within 30 days from the date of this order.
3. The respondent no.1 is directed to pay damages to applicant at the rate of **Rs.21,000/- per month (10,500 x 2 =21,000/-)** from 01.02.2021 to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai**  
**Date :04.04.2025**

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