

Presented on :	09/07/2024
Registered on :	09/07/2024
Decided On :	28/02/2025
Duration :	00Y07M19D

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

**EVICTIION APP. NO. 161 OF 2024**

**Exh.22**

**1.Kishor Arjan Mansukhani**

Aged :Major, Occ. Not Known

**2.Tina Kishor Mansukhani**

Aged :Major, Occ. Not Known

Both R/at: Elanza, Near Inorbit Mall,

Off. Link Road, Malad West,

Mumbai-400064.

.....**Applicants**

**VERSUS.**

**1.Aryan Sharma**

Aged: Major , Occ: Service

**2.Deena Sharma**

Aged: Major , Occ: Service

R/at: Raj Space, M.G. Road,

L.T. Road No.2, Goregaon West,

Mumbai-400104

Also R/at: 801, 8<sup>th</sup> floor, Suntek City,

Avenue 2, Ram Mandir Road, Near Movie

Star, Goregaon West , Mumbai-400104. .... **Respondents**

**Application Under Section 24 of the Maharashtra Rent Control  
Act, 1999**

**Appearance**

.....  
Adv. Utkarsh Mazumdar .....Advocate for the applicants.

Adv. Hiren Mehta ..... Advocate for the Respondents

.....



**J U D G M E N T**  
(Delivered on 28<sup>th</sup> of February, 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, the applicants are the owners of premises mentioned in application. They have given this premises to the respondents on grant by executing leave and license agreement. The respondents has breached the agreement by subletting the application premises. Therefore the licensor issued termination notice dated 26.01.2024 to the respondent. The period of leave and license is terminated by said notice. Said notice is duly served upon respondents but the respondents have 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- B/801, 8th floor, Built Up: 1000 Sq.ft.,Suntek City, Avenue 2, Ram Mandir Road, Near Movie Star, Goregaon West , Mumbai-400104.”**

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

**I] Period-** For 36 Months commencing from 15.04.2022 and ending on 14.04.2025.

**II]Fees and Deposit** –1.Rs.65,000/- per month for the first 12 months.

2.Rs.68,250/- per month for the next 12 months



3.Rs.71,662/- per month for the last 12 months as a monthly license fees & Rs.2,00,000/- as a security deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. They appeared and filed their leave to defend application at exh.17. The application is rejected. In leave to defend application the ownership and execution of leave and license agreement is admitted by the respondent. The relationship as a licensor and licensee is admitted. 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?	Admitted
2	Whether there is leave and license agreement between applicant and respondent in respect of application premises?	Admitted
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 respondents in their affidavit seeking leave to defend admitted that the applicant is landlord and leave and license agreement is executed between them. The document **Exh-A** is the copy of last registered Leave and license agreement. It is conclusive as per **section 24 - Explanation (b) of MRC Act** for the fact stated therein. Hence for this reason I have recorded my findings as to point no. 1 and 2 as admitted.

6. The period of leave and license is seems to be expired on 14.04.2025 by efflux of time. However, as stated in application the respondents have sublet the premises and therefore breached the agreement. Therefore the applicant issued termination notice Exh-F dated 26.01.2024 to respondents. Said notice is given as per the clause 11 of the leave and license agreement. It is proper notice in compliance clause 11 of the agreement. The notice is duly served upon respondents. Hence, as per clauses and terms of the leave and license agreement the leave and license agreement is properly terminated by giving notice to respondent. The termination of the leave and license includes expiry thereof. Thus leave and license is expired on 26.02.2024 i.e. after one month of termination notice by way of termination. 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 26.02.2024. 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 applicants are 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. The license fees at the time of termination was Rs.68,250/-. Therefore the applicants are entitled to get Rs.1,36,500/- as compensation for the unauthorized occupation of the license premises. 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 “**B/801, 8th floor, Built Up: 1000 Sq.ft.,Suntek City, Avenue 2, Ram Mandir Road, Near Movie Star, Goregaon West , Mumbai-400104.**” to the applicants within 30 days from the date of this order.
3. The respondents are directed to pay damages to applicants at the rate of **Rs.1,36,500/- Per month (68,250 x 2 = 1,36,500/-)** from 27.02.2024 to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai**  
**Date :28.02.2025**

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

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

(Presided over by V. K. Puri)

**Eviction Application 155/2023**

**Kishor V/s Aryan**

**Order Below Exh.17 leave to defend application**  
**(Dt. 28/02/2025)**

This is an application seeking leave to defend the eviction application filed as per section 24 of MRC Act. The eviction application is filed on the ground of termination of leave and license agreement. As per the applicant, the respondent has sublet application premises by showing himself as an owner of application premises. He inducted one Jimmy Thomas and Aditya in application premises without the permission of the applicant. Said fact was informed to the applicants by property manager. Therefore termination notice for breach of terms of the agreement was given to the respondent. He failed to vacate the premises. Hence, eviction application is came to be filed before this authority. The respondent appeared and submitted that the leave and license agreement was executed. The licensee did not commit any default. He denied that he has inducted Jimmy Thomas and Aditya in license premises and thereby breached the terms of the agreement. He has paid license fees regularly. His neighbour Prabhunath was searching paying guest for him. The respondent no.1 in order to help him arranged paying guest for him. The Jimmy Thomas was residing in his neighbour's house and the respondent no.1 has accepted money from Jimmy Thomas on behalf of Mr. Prabhunath.

2. The applicant strongly opposed this application. The execution of leave and license agreement is admitted. It is contention of the applicant that the premises is sublet by the respondent in violation of leave and license agreement. The respondent denied that he has kept any other person in application premises. The Exh-E, H, I Colly & the documents filed with Exh-18 i.e. invoices shows the person namely Jimmy Thomas




was residing in license premises. The payment was transferred to respondent and his wife which clearly shows that the premises was sublet without the permission of landlord. The leave and license agreement did not allow the respondent to sublet the premises. Therefore this is the breach of the terms and condition of the agreement. The explanation given by the respondent is not plausible to grant him leave to defend. As per the agreement and termination notice the agreement is rightly terminated by the applicants.

Therefore the respondent is not entitled for leave to defend this matter. Hence, following order is passed.

**ORDER**

The application Exh-17 seeking leave to defend is hereby rejected.

**Mumbai**  
**28/02/2025**

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