

Presented on :	25.08.2022
Registered on :	25.08.2022
Decided On :	19.09.2025
Duration :	03Y00M25D

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

EVICTIION APP. NO. 186 OF 2022

Exh.24

Mr. M. Prakash

An Adult, Indian Inhabitant,
Residing at: 504, Payal Heights,
Plot No.93, Sector 19, Kharghar,
Navi Mumbai-410210

...Applicant

VERSUS

Mr. Vasant M. Pawar

Residing at: At post Revatale,
Taluka- Mahad, Dist. Raigad,
Ratnagiri

Currently Residing at:

Flat no. 89, 4th floor, E-wing,
Dattani Park CHS Ltd,

Thakur Village, Kandivali (E), Mumbai-400066

...Respondent

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

Appearance

Ld. Adv. Shri. Santosh Shukla and Ors. (Wings of Law Firm) Advocates for
the applicant.

Diwala
19/9/25

Ld. Adv. Anil P Bagwe Advocate for the respondent.

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J U D G M E N T

(Delivered on 19th Day of September, 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 these premises to the respondent on Leave and License Agreement. The period of leave and license is expired but the respondent has not vacated application premises.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

Flat no. 89, 4th floor, E-wing, Dattani Park CHS Ltd, Thakur Village, Kandivali (E), Mumbai-400066

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

I] Period- 11 months commencing from 15.03.2007 and ending on 14.02.2008.

II] Fees and Deposit – Rs.8000/- per month as a license fees & Rs.50,000/- interest free refundable deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. His Leave to Defend was granted vide order below **Exh.12**. Thereafter the respondent filed application **Exh.23** wherein he adopted the contents of Leave to Defend as written statement to the present case. Accordingly my Ld. Predecessor framed issue below **Exh.16** they are reproduced here under alongwith the reasoning thereof.

Rajiv
19/9/25

Sr.No.	Issues	Findings
1	Whether the applicant proves that she is a landlord of application premises?	Yes
2	Whether there is leave and license agreement between parties in respect of application premises?	Yes
3.	Whether applicant proves that there is relationship between applicant and the respondent as licensor and licensee in respect of application premises?	Yes
4.	Whether application premises is not vacated even after expiry of Leave and License Agreement and it is still in possession of the respondent?	Yes
5.	Whether it is prove that the possession of the respondent is on the basis of MOU?	No
6.	Whether application is maintainable before this Authority?	Yes
7	Does the applicant entitled to the reliefs as claimed?	Yes
8.	What order?	As per final order

REASONINGS

4. In order to substantiate his claim applicant examined himself as AW1(Exh.17). He relied on certain documentary evidence which will be discussed at relevant places. He closed his evidence vide pursis below Exh.19.

Prakash
19/12/22

5. As against this the respondent examined himself as DW1(**Exh.20**). He also relied on certain documentary evidence which will be discussed at relevant places. The respondent failed to file further evidence. Hence, his evidence is closed by this Authority vide order below **Exh.1**.

6. Heard Ld. Advocate for the applicant. As per him the applicant is the owner and landlord of application premises. The application premises was given on Leave and License Agreement to the respondent in the year 2006 and thereafter in the year 2007. In both the times the Leave and License Agreement was executed for 11 months. Thereafter the respondent failed to vacate the application premises. As the applicant and his wife were not keeping good health they failed to take coercive action against the respondent. The respondent kept prolonging the vacation of the application premises. Hence, the applicant sent a legal notice to the respondent on 02.06.2022 **Exh.A7**. Thereafter the respondent instead of vacating the application premises sent a false notice reply **Exh.A8**. The respondent falsely claim the execution of MOU for sale of the application premises to him. He denied the execution of any MOU and fact of sale of application premises to the respondent. As the execution of Leave and License Agreement is admitted, he requested to allow present application.

7. The Ld. Adv. For the respondent submits that the wife of the applicant being his POA executed one MOU with respondent and thereby agreed to sale the application premises to respondent. The respondent has also paid the consideration amount of Rs.17,00,000/- to the wife of the applicant. Since, then the respondent is residing in the application premises for more than 16 years without executing any Leave and License Agreement. His possession for long time has made him the owner of the application premises. hence, he requested to reject the present application.

Prakash
10/11/22

AS TO ISSUE Nos. 1 to 3 and 5-

8. The applicant produced the document **Exh.A1** which is copy of Share Certificate of application premises. This document shows that the Sunitha Kakade is owner of flat who transferred it to the applicant. The transfer deed is also filed on record below **Exh.A1**. The Share Certificate shows that the application premises was transferred in the name of applicant. On the contrary the respondent failed to produce any document on record in respect of his ownership. On the contrary the respondent has relied on the letter of the society **Exh.D1**. This letter is addressed to the applicant by the society of the application premises. In this letter also the society admits the applicant as member/owner of the application premises. This shows that the applicant is owner of the application premises. Hence, 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.

9. The documents **Exh.A4** and **A5** are the copies of registered Leave and License Agreements executed between the applicant and respondent. They are admitted by the respondent. These copies show that the agreements were registered. They are conclusive as per **section 24 - Explanation (b) of MRC Act** for the fact stated therein. The period of leave and license is expired on 14.02.2008 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.

10. As per respondent he is owner of the application premises by perview of MOU. The MOU is not the proper transfer as per law. There has to be registered deed of transfer. So also, the MOU is not subject matter before this Authority. The claim as to MOU has to be adjudicated by the Civil Court. The available record shows the applicant as owner/landlord and respondent as licensee.



11. As per respondent he is in the possession of the application premises for more than 12 years which perfects his title. This means the respondent is taking the defense of adverse possession. However, in order to claim the relief of adverse possession there has to be peaceful, open and continuous possession adverse to the applicant. However, in the present case the respondent being a licensee was in permissive occupation of the application premises. Permissive occupation cannot be considered as adverse possession. So also, the plea of adverse possession is to be taken before Civil Court in the suit and not in the summary proceedings like present application. As a point of law the licensee who has been in permissive occupation cannot claim adverse possession. Hence, I find this defense of respondent as baseless.

12. The respondent himself admits that he was put into the possession of application premises under Leave and License Agreement. Mere non execution of further Leave and License Agreement will not make him entitled to claim ownership. If at all the respondent wants to claim adverse possession, he may move a Civil Court by way of Suit. Here it is apparently clear that he is licensee of applicant. Hence for this reason I have recorded my findings as to Issue no. 2 and 3 in affirmative and in answer to Issue no. 5 as negative

AS TO ISSUE NO 4 :-

13. The term of leave and license is expired on 14.02.2008. The premises is yet not vacated and handed over to the applicants. Section 24 of the MRC Act, empowered this authority to pass order of eviction and damages on the expiry of leave and license agreement.

14. It is argued by the respondent that the applicant has filed present application after limitation. It is worthwhile to mention here that the MRC Act, 1999 is a complete code in itself. It do not provide for limitation. The chapter V of the MRC Act which provides for recovery of possession starts

Prakash
19/10/24

with non obstante clause. This means the provisions of limitations are not applicable to the present chapter. Hence, I find this defense of respondent baseless. The respondent is still in possession of the application premises. Hence, I answer issue no.4 in affirmative.

AS TO ISSUE NO 6 & 7 :-

15. The applicant being landlord 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 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. 89, 4th Floor, E-Wing, Dattani Park CHS Ltd, Thakur Village, Kandivali (E), Mumbai-400066”** 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.16,000/- per month (8,000 x 2 =16,000 /-) from 15.02.2008** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai
Date :19.09.2025


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