

Presented on :	03.12.2024
Registered on :	03.12.2024
Decided On :	20.11.2025
Duration :	00Y11M17D

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

**EVICTIION APP. NO. 286 OF 2024**

**Exh.8**

**Mr. Manoj Kaushal Thakur**

R/o: Room No.T-56,  
Prakash Cotton Mill Compound,  
Gate No.3, Shankar Rao Naran Road,  
Lower Parel, Mumbai-400013

**...Applicant**

**VERSUS**

**Mrs. Ram Narayan Singh**

R/o: Room No.T-56,  
Prakash Cotton Mill Compound,  
Gate No.3, Shankar Rao Naran Road,  
Lower Parel, Mumbai-400013

**...Respondent**

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

**Appearance**

Ld. Adv. S. P. Pandey advocate for the applicant.

None for the Respondent.



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

(Delivered on 20<sup>th</sup> day of November, 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 that, he is the owner of application premises. He has given this premises on Leave and License basis to respondent. The term of Leave and License Agreement is expired on 23.10.2024. In spite of that the respondent failed to vacate the application premises. Hence this application is came to be filed.

The necessary details of the application premises are as under:

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

“Room No.T-56, Prakash Cotton Mill Compound, Gate No.3, Shankar Rao Naran Road, Lower Parel, Mumbai-400013”

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

**I] Period-** 22 months commencing from 24.12.2022 and ending on 23.10.2024.

**II] Fees and Deposit** – Rs.2,500/- per month as a license fees for & Rs.15,000/- interest free refundable deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. He failed to appear before this Authority. 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. 4.

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 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.A2** which is the copy of Agreement for Sale. It shows that the applicant is purchaser of the application premises. Thus it can be held that the applicant is a landlord of application premises. Hence the finding as to point no. 1 in affirmative.

6. The document **Exh.A1** is the verified copy of the 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 commenced on 24.12.2022 and ended on 23.10.2024. The agreement was executed between the applicant and respondent. The said fact is not contested by the respondent. Hence I record my finding as to point no. 2 is in affirmative.



7. The applicant has not filed on record eviction notice. However, perusal of the Leave and License Agreement shows that the term of the Leave and License Agreement is expired. The Leave and License Agreement is itself a notice to the respondent to vacate the application premises after expiry of the Leave and License Agreement. The respondent did not pay heed to the expiry of the Leave and License Agreement and still residing in license premises without any authority. The term of Leave and License Agreement is expired by efflux of time on 23.10.2024. Hence for this reason I have recorded my findings as to point no. 3 in affirmative and held that the leave and license agreement is terminated.

**AS TO POINT NO 4 AND 5 :-**

8. The leave and license agreement is terminated on the date 23.10.2024. The premises are yet not vacated by the respondent. 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 against the occupier of the license premises i.e. respondent. The applicant can move before civil court for the recovery of outstanding and damages as per agreement if any. 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 **“Room No.T-56, Prakash Cotton Mill Compound, Gate No.3, Shankar Rao Naran Road, Lower Parel, Mumbai-400013”** 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.5,000/- per month (Rs.2,500\*2= 5,000/-)** from **24.10.2024** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai**  
**20.11.2025**



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