

Presented on :	12/07/2024
Registered on :	12/07/2024
Decided On :	27/02/2025

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

EVICTION APP. NO.164 OF 2024

Exh.10

Marian Diago D'Souza
Age Major, Occ: Not Known
R/At:- Manson 515/A, Opp. VJTI
College, H. R. Mahajani, Matunga,
Mumbai-400019.

.....Applicant

VERSUS

Vinayak Dattatraya Rao
Age Major, Occ: Not Known
R/at: Flat No.502, New Dev
Ashish CHSL, above Highway
Hospital, Service Road,
Thane-400604.

.....Respondent

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

Appearance

.....
M/s MDP & PartnersAdvocates for the applicant.
Adv. Abhinav Tayade
Adv. Nikhil WaghAdvocates for the respondent.
.....

J U D G M E N T

(Delivered on 27th Day 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 of the applicant, that he is the owner of application premises. He has given this premises on leave and license basis to respondent for residential purpose. The premises is as described under. The respondent defaulted the payment of license fees as decided in leave and license agreement. Therefore the licensor issued termination notice dated 23.01.2024 to the respondent by using clause 10 of leave and license agreement. The period of leave and license is terminated by said notice. Said notice is duly served upon respondent but the respondent has not vacated application premises. He also failed to clear dues. 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 :

“Flat No.502, Built Up: 900 Sq.ft., situated on the 5th floor of a building known as New Dev Ashish CHSL, standing on the plot of land bearing CTS No.: 155 , Teen Hath Naka, Naupada, Thane West- 400602. ”

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

I] Period- 24 Months commencing from 01.01.2023 and ending on 31.12.2024.

II] Fees and Deposit – 1.Rs.24,000/- per month for first 12 months
2.Rs.25,000/- per month for last 12 months as a license fees &
Rs.80,000/- as security deposit.



3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. He appeared before this authority but failed to file leave to defend application. He vacated the licenses premises on 28.08.2024. On that day parties agreed to settle the matter on the payment of society charges but the respondent has not settled the society charges. Therefore the matter is taken up for the hearing in view of section 43 of MRC Act. The respondent has not disputed notice and the execution of leave and license agreement.

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 settlement deed. 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 - D** 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. The period of leave and license is going to be expired on 31.12.2024 by efflux of time. However, as stated in application the respondent is in default of payment of license fees. He has not paid license fees for the period of October 2022. Therefore the applicant issued termination notice Exh - E dated 23.01.2024 to respondent. The perusal of said notice it seems that the notice is issued as per termination clause of the leave and license agreement which permits the applicant to terminate the leave and license agreement by giving notice. Since there is no defense to this notice. The contention of the applicant remained unchallenged. Hence, the leave and license agreement is properly terminated. 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 23.02.2024 i.e. after one month of termination notice as mentioned in termination



notice. The premises is vacated on 28.08.2024 but the outstanding license fees and compensation as per section 24 of MRC Act is not given. The respondent occupied of said premises even after the termination of period of grant. Section 24 of the MRC Act, empowered this authority to pass order of eviction and damages on the expiry of leave and license agreement. The expiry of the agreement includes the termination of the agreement for default. The possession is already given to the applicant. The applicant acquired sole right in application premises as per family settlement deed Exh-A. Hence, I found the applicant is entitled for damages at the rate of double of license fees from the date of termination of leave and license agreement. For other monetary claim such as pending license fees and interest thereon there is no provision empowering this authority. Party can adjudicate it before civil court. The license fees at the time of termination was 25,000/- therefore the applicant is entitled for 50,000/- from the date of expiry as a compensation. Accordingly, I answered point 4 in affirmative and in answer to point no. 5 passed following order –

ORDER

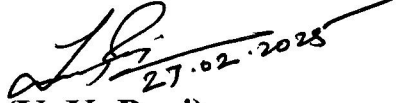
1. The application is partly allowed.
2. The possession of application premises stands confirmed.
3. The respondent is directed to pay damages to applicant at the rate of **Rs.50,000/- per month (25,000 x 2 =50,000/-) from 24.02.2024 to till 28.08.2024.**



4. The applicant is at liberty to appropriate security deposit if any.

Mumbai

Date :27.02.2025


27.02.2025

**Competent Authority
Rent Control Act Court,
Konkan Division, Mumbai.**