

Presented on :	10/07/2024
Registered on :	10/07/2024
Decided On :	21/02/2025

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

**EVICTIION APP. NO.162 OF 2024**

**Exh.18**

**Mercy Jose POA holder Joem Jose**  
Age : Major, Occupation: Not Known  
R/ at :C-76, 5<sup>th</sup> floor , Sunder Apartment,  
Near Diamond Garden, Sion Tromby Road,  
Chembur, Mumbai-400071.

.....**Applicant**

**VERSUS**

**Meenu Navinchandra Manocha**  
Age Major, Occupation: Not Known  
R/at:Flat No.906, M. M Spectra,  
Shramjivi Nagar, Eastern Express highway,  
Opp. Postal Colony, Chembur,  
Mumbai-400071.

.....**Respondent**

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

**Appearance**

.....  
M/s. Rex Legalis. ....Advocates for the applicant.  
Respondent appeared through her husband.  
.....

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

(Delivered on 21<sup>st</sup> 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, she is an owner of premises mentioned in application. She has given this premises to the respondents on grant by executing leave and license agreement for residential purpose. The period of leave and license is expired 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 :**

**“Flat No.906, 9<sup>th</sup> floor , Built Up: 1490 sq.ft., M. M Spectra, Shramjivi Nagar, Eastern Express highway, Opp. Postal Colony, Chembur, Mumbai-400071. ”**

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

**I] Period-** 11 Months commencing from 20.10.2022 and ending on 19.09.2023 .

**II] Fees and Deposit -** Rs.45,000/- per month as a license fees & Rs.2,00,000/- as security deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. She failed to appear before this authority. Her husband appeared but no leave to defend application is filed on record. He orally submitted that he will vacate the premises and accordingly he handed over the possession of license premises on 10.10.2024 but they have not paid any damages to the applicant. The service affidavit and postal receipt, tracking report is at exh 07,08 to 11. 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 Sr.no.7 with Exh-12 is the copy of maintenance receipt. 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-A** is the copy of registered Leave and license agreement for the 20.10.2022 and ending on 19.09.2023. 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 19.09.2023 by efflux of time. Thus it is proved from the contention that there is leave and license agreement between applicant and respondent and it is expired by efflux of time on 19.09.2023. 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 19.09.2023. The premises is vacated and handed over to the applicant on 10.10.2024. 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 damages at the rate of double of license fees from expiry of leave and license agreement to till handing over the possession i.e. 10.10.2024. 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 –

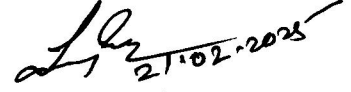
**ORDER**

1. The application is partly allowed.



2. The possession of the applicant stands confirmed.
3. The respondent is directed to pay damages to applicant at the rate of Rs.90,000/- per month (45,000 x 2 =90,000/-) from 20.09.2023 to 10.10.2024.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai**  
**Date :21.02.2025**

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