

Presented on :	13.12.2024
Registered on :	13.12.2024
Decided On :	04.12.2025
Duration :	00Y11M21D

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

**EVICTIION APP. NO. 296 OF 2024**

**Exh.11**

**1. Mr. Mohammed Aslam Aziz Nooradosa**

**2. Mrs. Farzana Mohammed Nooradosa**

Both residing at: Flat no.204,  
2<sup>nd</sup> floor, B-wing, Vaishali Apartment,  
Seth Motisha Lane, Love Lane,  
Opp. Mazgaon Telephone Exchange,  
Mumbai-400010

**...Applicant**

**VERSUS**

**Mrs. Sushila Kishore Signapurkar,**

R/o: Flat no.204, 2<sup>nd</sup> floor, B-wing,  
Vaishali Apartment, Seth Motisha Lane,  
Opp. Mazgaon Telephone Exchange,  
Love Lane, Mazgaon, Mumbai-400010

**...Respondent**

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

**Appearance**

Ld. Adv. S. R. Gupta advocate for the applicant.

Ld. Adv. M/s Dubey & Co advocates firm for the Respondent.

*[Handwritten signature and date 24/12/24]*

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

(Delivered on 04<sup>th</sup> day of December, 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, they are joint owner of application premises. They have given this premises on Leave and License basis to respondent. The term of Leave and License Agreement is expired on 31.08.2025. 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 :**

“Flat no.204, B-wing, Built up: 950 Sq.ft. situated on the 2<sup>nd</sup> floor of a building known as Vaishali Apartment standing on the plot of land bearing Plot no.104, Seth Motisha Lane, Opp. Mazgaon Telephone Exchange, Love Lane, Mazgaon, Mumbai-400010”

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

I] **Period-** 24 months commencing from 01.09.2023 and ending on 31.08.2025.

**II] Fees and Deposit –**

Rs.40,000 /- per month for the first 12 months,

Rs.42,000/- per month for the next 12 months as a license fees &

Rs.2,00,000/- interest free refundable deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. He appeared and filed Leave to Defend

application which was rejected as filed after prescribed period of 30 days.

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.A6** which is the copy of Agreement for Sale. It shows that the applicant is purchaser of the application premises. The applicant has also filed on record the copies of the Share Certificate and Electricity Bill (**Exh.A7 & Exh.A8**). These documents show the name of the applicant. 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.A9** is the certified 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 01.09.2023 and ended on 31.08.2025. The agreement was executed between

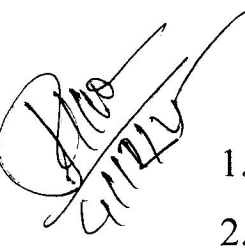
the applicant and respondent. The said fact is not contested by the respondent. Hence I record my finding as to point no. 2 is in affirmative.

7. The applicant has filed on record the termination notices. However, perusal of the Leave and License Agreement shows that the term of the Leave and License Agreement is expired. 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 31.08.2025. 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 expired on the date 31.08.2025. 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 answer point 4 in affirmative and in answer to point no. 5 pass following order –

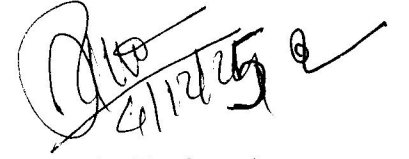
**ORDER**

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1. The application is allowed.
  2. The respondent is hereby directed to handover vacant and peaceful Possession of application premises **“Flat no.204, B-wing, Built up: 950 Sq.ft. situated on the 2<sup>nd</sup> floor of a building known as Vaishali Apartment B standing on the plot of land bearing Plot no.104, Seth Motisha Lane, Opp. Mazgaon Telephone Exchange, Love Lane,**

**Mazgaon, Mumbai-400010** 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.84,000/- per month (Rs.42,000\*2= 84,000/-)** from **01.09.2025** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai**  
**04.12.2025**



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