

Presented on :	20.12.2024
Registered on :	20.12.2024
Decided On :	13.08.2026
Duration :	01Y07M24D

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

EVICTIION APPLICATION NO.305 OF 2024

Exh-16

NAGRAJ OMSHIVA KUNDER

Through POA

Shashikala Vishwanath Mendon

R/At : C-105, Vrindavan, Jeevan Nagar Veera Desai Road,
Andheri West, Mumbai 53.

...Applicant

VERSUS

DINESH KUMAR TIWARI

R/At- Flat No.103, 1st Floor, Urja CHSL, Gaurav Galaxy,
Phase I, Mira Road East, Thane 401107.

...Respondent

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

Appearance

.....
Ld. Adv. Smt. K G Karkera for the applicant.

None for the respondent.
.....

J U D G M E N T

(Delivered on 13th Day of August, 2026)


13/08/26

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 owner of premises mentioned in application. The Applicant has given this premises to the respondent by executing Leave and License Agreement. The period of leave and license is expired and the respondent failed to vacate the application premises.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“Flat No. H-Wing/103, 1st Floor, Urja CHSL, Gaurav Galaxy Phase I, Survey No. 1, Mira Road East, Thane 401107”

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

I] Period- 11 months commencing from 01.09.2023 and ending on 31.07.2024.

II] Fees and Deposit –

Rs.13,000/- 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. The respondent failed to contest the application by filing his Leave to Defend application. Thereafter, the matter is heard on judgment 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.

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 period of Leave and License is expired?	Yes
4.	Whether 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 in order to prove his ownership filed on record the Share Certificate (**Exh-A1**). Perusal of this document shows that the applicant is the member of the society of the application premises. Hence, it can be held that the applicant is the landlord of application premises. The available records show that the applicant is entitled to give this property on leave and license basis. Hence the finding as to point no.1 is recorded in affirmative.

6. The document **Exh-13** is the certified copy of Leave and License Agreement. It is conclusive as per **section 24 - Explanation (b) of MRC Act**



 B/8/26

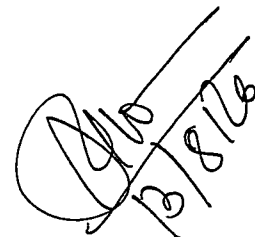
for the fact stated therein. The period of leave and license is expired on 31.07.2024 by efflux of time. Thus it is proved that there is leave and license agreement between applicant and respondent and it is expired by efflux of time. Hence for this reason I have recorded my findings as to point no. 2 and 3 in affirmative.

AS TO POINT NO 4 AND 5 :-

7. The leave and license is expired on 31.07.2024. The premises is yet not vacated and handed over to the applicant. Section 24 of the MRC Act, empowers 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 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 answer point 4 in affirmative and in answer to point no. 5 pass following order –

ORDER

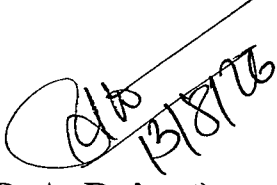
1. The application is allowed.
2. The respondent is hereby directed to handover vacant and peaceful Possession of application premises **“Flat No. H-Wing/103, 1st Floor, Urja CHSL, Gaurav Galaxy Phase I, Survey No. 1, Mira Road East, Thane 401107”** to the applicant within 30 days from the date of this order.



3. The respondent is directed to pay damages to applicant at the rate of **Rs.26,000/- per month (13000 x 2 = 26000/-) from 01.08.2024** till Handover the vacant possession of application premises.

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

Mumbai
Date :13.08.2026


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

