

Presented on :	21.02.2024
Registered on :	21.02.2024
Decided On :	29.08.2025
Duration :	01Y06M08D

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

EVICTIO APP. NO.44 OF 2024

Exh.11

Mr. Nilesh Ravindra Vandal

Flat No. I 701, Floor No. 7, Building I,

Jasminum Magarpatta City,

Hadapsar, Pune

...Applicant

VERSUS

Shishupal Priya Suresh,

R/at: Flat No. C-1, Mansarovar Royal Villas,

Mansarovar Society, Phene Village,

Bhiwandi, Dist- Thane-421302

...Respondents

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

Appearance

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Ld. Adv. Shri. Swapnil A. Patil, Ld. Adv. Kalpak V. Taware,

Ld. Adv. L. M. More and Ld. Adv. Reeta R. Pawar Advocates for the
applicant.

None for the respondent.
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J U D G M E N T

(Delivered on 29th Day of August, 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, he is the owners of premises mentioned in application. He has given these premises to the respondent on grant by executing leave and license agreement. The period of leave and license is expired but the respondents have not vacated application premises.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“Flat No. C-1, Built Up: 171.2 Sq. Meter, Parking: 300 sq.ft. situated Mansarovar Royal Villas, standing on the plot of land bearing survey number: 15/1, 15/2, Plot 29 to 31, Road: Masarovar Society, Phene Village, Bhiwandi, Dist- Thane-421302.”

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

I]Period- 36 months commencing from 05.08.2022 and ending on 04.08.2025.

II]Fees and Deposit –

1. Rs.18,000/- per month for the first 12 months,
2. Rs.19,800/- per month for next 12 months,
3. Rs.21,780/- per month for next 12 months, as a license fees & Rs.80,000/- as interest free refundable security deposit.

3. The applicant says that the respondent is very irregular in paying the license fees to the applicant since the beginning and has never paid the

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license fees on time. All the respondent's payments are delayed by a month and sometimes even by two months. The applicant several times requested the respondent to make punctual payment of the license fee and also called the respondent several times to clear the arrears as mentioned herein above, but the respondent failed to do so. The respondent also has stopped responding phone calls of the applicant. That as per Clause 11 of the said agreement, if the respondent commit default in making the payment the applicant have the right to terminate the said agreement by following due process of law. Accordingly, the respondent is served with notice **Exh.A4** on 19.12.2023. The respondent replied to the said notice on 09.01.2024 **Exh.A5**. In the said notice he admits the ownership of the applicant as well as the execution of Leave and License Agreement. The summons of the present application are also served on the respondent. However, she failed to appear and contest present application. The service affidavit, tracking report and postal receipt is at **Exh-9 colly**. 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

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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-A1** is the certified copy of Agreement to sale of the application premises. It shows that the applicant purchased the said house from the developer vide registered deed of the year 2014. The applicant has also produced the Share Certificate **Exh.A2** which is issued in his name by the society. 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-A3** is the copy of 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 expired on by efflux of time. Thus it is proved that the 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 Agreement is expired on 04.08.2025. The premises is yet not vacated and handed over to the applicant. 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 and damages. The licensee only

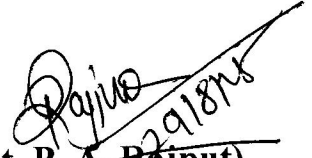
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liable to pay the damages. Accordingly, I answer point 4 in affirmative and in answer to point no. 5 passed following order –

ORDER

1. The application is allowed.
2. The respondents are hereby directed to handover vacant and peaceful Possession of application premises **“Flat No. C-1, Built Up: 171.2 Sq. Meter, Parking: 300 sq.ft. situated in Mansarovar Royal Villas, standing on the plot of land bearing survey number: 15/1, 15/2, Plot 29 to 31, Road: Masarovar Society, Phene Village, Bhiwandi, Dist- Thane-421302”** to the applicants within 30 days from the date of this order.
3. The respondent is directed to pay damages to applicant at the rate of **Rs.43,560/- per month (21,780x 2 =43,560/-)** from 05.08.2025 till handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

MUMBAI
29.08.2025


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