

Presented on :	10/01/2025
Registered on :	10/01/2025
Decided On :	07/03/2025

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

**EVICTIION APP. NO.14 OF 2025**

**Exh.09**

**Noel Alphonso**

Age: Major , Occ: Not Known  
R/At:- 503, Palladium Shubh  
Jeevan Circle, Cross Road No.5,  
I.C. Colony, Borivali West,  
Mumbai-400103.

.....Applicant

**VERSUS**

**Ashara Vishal Gunavantray**

Age: Major , Occ: Not Known  
R/At:- Flat No.401, Nestle B CHSL,  
Cross Road No.2, I.C Colony, Borivali West,  
Mumbai-400103.

.....Respondent

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

**Appearance**

.....  
Adv. K.M John .....Advocate for the applicant.

Adv. Raghunath Parab .....Advocate for the respondent.  
.....

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

(Delivered on 07<sup>th</sup> Day March, 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 an owner of premises mentioned in application. He 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 respondent has 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.401, Built Up: 810 Sq.ft, Nestle B CHSL, Cross Road No.2, I.C Colony, Borivali West, Mumbai-400103. ”**

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

**I] Period-** 08 Months commencing from 07.03.2024 and ending on 06.11.2024.

**II] Fees and Deposit -** Rs.25,000/- per month as a license fees & Rs.50,000/- as security deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. The service affidavit and postal receipt, tracking report is at exh 08. The respondent appeared through his advocate but he has not filed leave to defend application. 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	Yes



	application premises?	
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** share certificate of the application premises. 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-B** is the copy of 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 06.11.2024 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



06.11.2024. 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 06.11.2024. 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. 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**

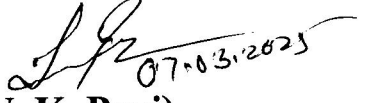
1. The application is allowed.
2. The respondent is hereby directed to handover vacant and peaceful Possession of application premises “**Flat No.401, Built Up: 810 Sq.ft, Nestle B CHSL, Cross Road No.2, I.C Colony, Borivali West, Mumbai-400103.**” to the applicants within 30 days from the date of this order.
3. The respondent is directed to pay damages to applicant at the rate of **Rs.50,000/- per month (25,000 x 2 =50,000/-) from 07.11.2024 to till Handover the vacant possession of application premises.**



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

**Mumbai**

**Date :07.03.2025**

  
07.03.2025

**(V. K. Puri)**

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