

Presented on :	17/10/2023
Registered on :	17/10/2023
Decided On :	25/04/2025
Duration :	01Y06M08D

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

**EVICTIION APP. NO.222 OF 2023**

**Exh.15**

**Paresh ratilal Mehta**

Age: Major , Occ: Unknown

**R/at:** 702, 7th floor, arihant galaxy CHSL,  
Mamledar wadi, malad west,  
Mumbai 400064.

.....**Applicant**

**VERSUS**

**Balakrishanan Venkatramani**

Age: Major , Occ: Unknown

**R/at-**88/658 MHB colony dindoshi,  
ganesh mandir lane malad east,  
Mumbai 400097.

Also R/at: flat no.1003, Golden isle,  
Royal palm estate, Aarey Colony,  
Goregaon East, Mumbai 400065.

.....**Respondent**

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

**Appearance**

.....  
Adv. Dnyaneshwar k sawalkar .....Advocate for the applicant.

Adv. Rahul Garg

Adv. Gaurav Pandey

Adv. Shubham Tripathi . .....Advocates for the respondent.

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

(Delivered on 25<sup>th</sup> Day of April, 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, the applicant is the owner of premises mentioned in application. He has given this premises to the respondent on grant by executing leave and license agreement. The period of the agreement was commencing from 08.05.2022 and ending on 07.03.2024. The license fees as per agreement was Rs.20,000/- for first 11 month and Rs.21,000/- for next 11 months. Beside this there was mutual understanding between the parties and the license fees mentioned in leave and license agreement will be paid online and additionally Rs.12,500/- and Rs.13,000/- will be paid in cash. The respondent paid said amount for some period and thereafter he sent whatsapp message and terminated agreement. He asked for the refund of security deposit. The applicant replied him that security deposit can only be refunded after vacating the premises. Thereafter the licensee did not vacate the premises. He stopped the payment of license fees. Therefore applicant/licensor issued termination notice dated 05.06.2023 to respondent. He has not vacated therefore eviction application is came to be filed. 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 :**



**“R/at- Apartment/Flat no.1003, built up 578 sq.ft., 10th floor, golden isle, CTS no.1627/A, road: Aarey milk colony royal palms, Goregaon East, Mumbai 400065.”**

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

**I] Period-** 22 months commencing from 08.05.2022 and ending on 07.03.2024

**II] Fees and Deposit** -1. Rs. 20,000/- per month for first 11 months  
2. Rs. 21,000/- per month for last 11 months & Rs.3,00,000/- as a security deposit.

**C] Default of payment of license fees :** The respondent stopped the payment of license fees.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. The respondent appeared and filed leave to defend application at Exh-08. Said application is heard and rejected. Hence, I have heard applicant on judgment and taken up this matter 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?	Admitted
2	Whether there is leave and license agreement between applicant and respondent in respect of application premises?	Admitted
3.	Does the period of Leave and License is terminated properly?	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-01 & 02** which is the copy of index II and maintenance receipt. It shows the ownership of the applicant. The document shows the applicant is entitled to give this property on leave and license basis thus the applicant is a landlord of application premises. Hence, the finding as to point no. 1 in affirmative.

6. The document **Exh-03** 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 07.03.2024 by efflux of time. However, as stated in application the respondent was in default of payment of license fees. He has not paid license fees on time fixed in leave and license agreement. Which is the violation of the terms of the leave and license agreement. Therefore the applicant issued termination notice dated 05.06.2023 to respondent. Said notice is given as per the clause 10 of the leave and license agreement. It is proper notice in compliance clause 10 of the agreement. The notice is duly served upon respondent. It is one months notice as contemplated in clause 10 of leave and license agreement. The notice is not yet complied.



Hence, as per clauses and terms of the leave and license agreement the leave and license agreement is properly terminated by giving notice to respondent. The termination of the leave and license includes expiry thereof. Thus leave and license is expired on 05.07.2023 i.e. after one month of termination notice by way of termination. Hence for this reason I have recorded my findings as to point no. 2 & 3 in affirmative.

**AS TO POINT NO 4 AND 5 :-**

7. The leave and license agreement is expired on 05.07.2023. 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. For awarding the compensation the authority has to consider the license fees written in leave and license agreement. The mutual cash component cannot be considered as a license fees. Therefore the damages are granted as per the license fees decided in leave and license agreement. 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 “**Apartment/Flat no.1003, built up 578 sq.ft., 10th floor, golden isle, CTS no.1627/A, road: Aarey milk colony royal palms, Goregaon East, Mumbai 400065.**”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.42,000/- Per month (21,000 x 2 = 42,000/-) from 06.07.2023** to till Handover the vacant possession of application premises.

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

**Mumbai**

**Date :25.04.2025**



**(V. K. Puri)**

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

**IN THE COURT OF COMPETENT AUTHORITY RENT CONTROL  
ACT, KONKAN DIVISION AT MUMBAI.**

(Presided over by V. K. Puri)

**Eviction Application 222/2023**

**Paresh V/s Balakrishanan**

**Order Below Exh.08 leave to defend application**  
**(Dt. 25/04/2025)**

This is an application seeking leave to defend the eviction application filed as per section 24 of MRC Act. The brief contention of the applicant/licensor is that of the license premises was given to the licensee for the period of 08.05.2022 to 07.03.2024. The license fees as per agreement was Rs.20,000/- for first 11 month and Rs.21,000/- for next 11 months. Beside this there was mutual understanding between the parties and the license fees mentioned in leave and license agreement will be paid online and additionally Rs.12,500/- and Rs.13,000/- will be paid in cash. The respondent paid said amount for some period and thereafter he sent whatsapp message and terminated agreement. He asked for the refund of security deposit. The applicant replied him that security deposit can only be refund after vacating the premises. Thereafter the licensee did not vacate the premises. He stopped the payment of license fees. Therefore applicant/licensor issued termination notice to respondent. He has not vacated therefore eviction application is came to be filed. To contest this application respondent come up with this leave to defend application.

2. In this application, the respondent has taken stand that he has already terminated the leave and license agreement. The applicant/licensor has not returned his security deposit. Therefore, he has not vacated the license premises. He is not in default. On the contrary he is always ready to handover the possession on receipt of security deposit. The execution of leave and license agreement and the ownership is admitted.




3. The applicant strongly opposed this application. He submitted that the respondent has not paid license fees. The termination notice was duly given to the respondent. The security deposit can only be returned to the respondent after due inspection of the license premises. Since, the inspection was not given and the premises is not vacated, there is no question of refund of security deposit. On this ground he prayed for rejection of leave to defend application.

4. I have gone through the application, heard applicant. The application is kept for argument of respondent from 22.10.2024 till date. The respondent remain absent therefore the application is taken up for decision without respondent hearing. The leave and license agreement is admitted. The non refund of security deposit cannot be a reason for withholding the premises. The proof regarding regular payment is not given on record. The applicant has sent termination notice to the respondent. Non payment of license fees is breach of agreement. Therefore, the notice given by the applicant is a proper notice as per clause 10 of the agreement. Hence, the grounds stated by the respondent are not triable issue before this authority. The respondent is not entitled for leave to defend this matter. Hence, following order is passed:

**ORDER**

The application Exh-08 seeking leave to defend is hereby rejected.

**Mumbai**  
**25/04/2025**

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