

Presented on :	24.10.2024
Registered on :	24.10.2024
Decided On :	14.10.2025
Duration :	00Y11M20D

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

EVICTIION APP. NO.251 OF 2024

Exh.13

Mr. Phiroz Ibrahim Khan

Aged 52 years, Occupation-Business,

Residing at: 201/203, Plot No. 11, RSC-02, Malvani

Classic CHS Ltd., MHADA Layout,

Malvani, Malad(W), Mumbai-400095

...Applicant

VERSUS

Mrs. Sayed Sairabanu Tajuddin

Age; 47, Occupation- Business

R/at- Room No. C-23, Plot No. 142, Malvani Mumba

Devi CHS Ltd., MHADA Layout, Malad

West, Mumbai-400095

...Respondent

Application Under Section 24 of the Maharashtra Rent Control Act,

1999

Appearance

.....
Ld. Adv. Shri. Nikhil S. Rajeshirke Advocate for the Applicant.

Ld. Adv. Smt. Tarannum Gulamnabi Khan Advocate for the Respondent.
.....

J U D G M E N T
(Delivered on 14th of October, 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 owner of premises mentioned in application. He has given this premises to the respondent on Leave and License for 12 months. There was a written registered agreement executed between them.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“Room No. C-23, Plot No. 142, Built Up: 30 Square Meter, situated on the ground floor of a building known as Malvani Mumba Devi CHS Ltd., standing on the plot of land bearing C.T.S No. 3525 & Survey No. 263 PT, Road RSC-04, MHADA Layout, Malvani Malad West, Mumbai-400095”

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

I] Period- 12 months commencing from 01.09.2023 and ending on 31.08.2024.

II] Fees and Deposit- Rs.10,000/- per month as a license fees & Rs.10,000/- as security deposit.

 3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. The service affidavit is at Exh.07. Tracking report along with Exh-7 shows that the respondent was served on 11.11.2024. The respondent appeared and filed his reply without Leave to Defend being granted in his favor. He failed to file his Leave to Defend. 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
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 copy of Share Certificate of the application premises. This document shows that 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 31.08.2024 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 is expired on 31.08.2024. 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. The licensee only liable to pay the damages. 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 respondents are hereby directed to handover vacant and peaceful Possession of application premises **“Room No. C-23, Plot No. 142, Built Up: 30 Square Meter, situated on the ground floor of a building known as Malvani Mumba Devi CHS Ltd., standing on the plot of land bearing C.T.S No. 3525 & Survey No. 263 PT, Road RSC-04, MHADA Layout, Malvani Malad West, Mumbai-400095”** to the applicants within 30 days from the date of this order.
3. The respondent no.1 is directed to pay damages to applicant at the rate of **Rs.20,000/- per month (10,000 x 2 =20,000/-) from 01.09.204** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai
14.10.2024**


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