

Presented on :	29.11.2024
Registered on :	29.11.2024
Decided On :	25.11.2025
Duration :	00Y11M27D

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

**EVICTIION APP. NO.281 OF 2024**

**Exh.12**

**Pradnya Avinash Zodge,**

Residing at: A/704, Vaitarna Building,

Jahangir Complex,

Mira Road (E), Thane-401107

**...Applicant**

**VERSUS**

**1. Asma D/o Mohammed Ibrahim**

602, Silverin A, Heritage Complex,

Kashigaon, Gaothan, Mahavishnu Devla

Jawal, Mira Road (E), Thane-401107

Currently residing at: A-wing, 2<sup>nd</sup> floor,

Flat No.207, North Barolina, J. P. North,

Vijay Nagar, Mira Road (E), Thane-401107

**2. Mohammed Ayaz Ansari**

Residing at: A-wing, 2<sup>nd</sup> floor, Flat No.207,

North Barcelona, J. P. North, Vinay Nagar,

Mira Road (E), Thane-401107

**3. Shahnaz Allauddin Ansari**

A-wing, 2<sup>nd</sup> floor, Flat No.207,

North Barcelona, J. P. North, Vinay Nagar,

Mira Road (E), Thane-401107

**...Respondent**

*[Signature]*  
27/11/25

**Application Under Section 24 of the Maharashtra Rent Control Act,  
1999**

**Appearance**

.....  
Ld. Adv. Smt. Pradnya Avinash Zodge for herself.

Ld. Adv. Shri. Farooque Shaikh advocate for the respondent.  
.....

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

(Delivered on 25<sup>th</sup> of November, 2025)

This is an application filed under Section 24 of Maharashtra Rent Control Act 1999 (Herein after referred as MRC Act) for seeking Eviction and damages.

2. As per the submission of the applicant that she is the owner of the application premises. She has given this premises on leave and license basis to respondent no.1 for residential purpose. The respondent no.1 executed agreement with respondent no. 2 & 3 without her knowledge. The term of the Leave and License Agreement is expired. Respondent failed to vacate the premises after that. Hence, this application.

**A] The premises is as described under.**

R/at- "Flat No. A1-207, situated on the 2<sup>nd</sup> floor of building known as North Barcelona, J. P. North, Vinay Nagar, Mira Road(E), Thane-401107, Village: Ghodbandar, Teh: Thane, Dist: Thane"

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

**I] Period-** 11 months commencing from 01.12.2023 and ending on 31.10.2024.

**II] Fees and Deposit** – Rs.20,000/- per month as a license fees.

& Rs.75,000/- interest free refundable deposit as per Leave and License Agreement.

*Pradnya*  
25/11/25

3. The respondents are served with notice as contemplated under section 43 (2) (3) of MRC Act. Respondent no.2 & 3 appeared and filed Leave to Defend which was rejected by this Authority wide order below **Exh.06**. Hence, the matter is heard 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	Is there any 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.

*Pradnya*  
25/11/24

### **REASONINGS**

#### **AS TO POINTS 1, 2 AND 3 -**

5. The ownership of the applicant is not disputed by the respondents. As per respondent no.2 & 3 respondent no.1 fraudulently personified as owner of the application premises. Respondent no.1 executed Leave and License Agreement with respondent no.3 on heavy deposit. They further submit that

they are ready to vacate the premises once the ownership of the applicant is proved.

6. The applicant has filed on record the copy of Agreement to Sale. She has also filed on record her loan documents with the bank **Exh.A3**. She has also filed on record the payment receipts which shows that she has paid the amount to the developer. The loan documents also show that the applicant obtained loan in respect of application premises by keeping the same premises as security to the bank. This shows that the applicant is owner and landlord of the application premises.

7. The applicant has filed on record the certified copy of the 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 31.10.2024 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.1 to 3 in affirmative.

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

8. The leave and license agreement is expired on 31.10.2024. The premises is yet not vacated. The respondents are still occupying said premises. The Leave to Defend application of the respondent is rejected because they have failed to show sufficient cause for withholding possession. Section 24 of the MRC Act, empowered this authority to pass order of eviction and damages on the expiry of leave and license agreement if premises is occupied after the expiry of Leave and License Agreement.

9. As per respondent no.2 & 3 they are in possession of the application premises. It is given to them on Leave and License Agreement on heavy deposit by respondent no.1. However, nothing is filed on record by them in

this respect. Available record shows that the applicant is the landlord who executed Leave and License Agreement in respect of the application premises with respondent no.1 only. The respondent no.1 without knowledge of applicant further handed over the possession to respondent no.2 and 3. The applicant being the owner of the application premises is entitled for the possession as the term of Leave and License Agreement is expired. Hence, I found the applicant is entitled for eviction order and damages at the rate of double of license fees from the date of expiry of Leave and License Agreement.

10. As per applicant the last rent paid by respondent is Rs.20,000/-. Considering this the respondent is liable to pay double the compensation amount from the date of expiry of the Leave and License Agreement till handing over the vacant possession. For other monetary claim such as pending electricity bills and license fees there is no provision in Act for empowering this authority. Party can adjudicate it before civil court. 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 respondents are hereby directed to handover vacant and peaceful Possession of application premises **“Flat No. A1-207, situated on the 2<sup>nd</sup> floor of building known as North Barcelona, J. P. North, Vinay Nagar, Mira Road, Thane-401107, Village: Ghodbandar, Teh: Thane, Dist: Thane”** to the applicant 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.40,000/- Per month (Rs.20,000x 2 =40,000/-)** from **01.11.2024** to till handover the vacant possession of application premises.


  
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Pradnya V/s Asma

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

**Mumbai**  
**25.11.2025**

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