

Presented on :	28.11.2024
Registered on :	28.11.2024
Decided On :	26.09.2025
Duration :	00Y09M30D

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

EVICTIION APP. NO. 275 OF 2024

Exh.15

Praful Rambhai Patel

Adult, Age 78 years,

Residing at: E-402, Mayfair Meridian,

Ceasar Road, Amboli,

Andheri (W), Mumbai-400058.

...Applicant

VERSUS

Mr. Sunil Nemichand Sharma

Age 60 years,

Residing at: E46, Ground Floor,

Dhake Estate, Ceasar Road, Amboli,

Andheri (W), Mumbai-400058

Presently Residing at: 701, A wing,

Silver Mist CHS Ltd., Jay Bhavani Mata Road,

Amboli, Andheri (W), Mumbai-400058

...Respondent

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

Appearance

Ld. Adv. Smt. Afrin Z. Dalal, Ld. Adv. Shri. Shane Santos and Ld. Adv.

Shri. Anosh Irani are Advocates for the applicant.

None for the respondent

P. Rajput
26/9/24

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J U D G M E N T(Delivered on 26th Day of September, 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 he is the owner of premises mentioned in application. He has executed the Leave and License Agreement with respondent for the period of 3 years commencing from 01.04.2024 and ending on 31.03.2027. The respondent stopped the payment of license fees from August 2024. Therefore the applicant being a successor in interest has issued termination notice dated 12.09.2024 to the respondent. The period of leave and license is terminated by said notice. Said notice is duly served upon respondent but the respondent has not vacated application premises. He has not even cleared the dues. 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. 701A, Built Up: 450 Sq.ft., situated on the 7th floor, Silver Mist CHS Ltd., Jai Bhavani Mata Road, Amboli, Andheri(W), Mumbai-400058”

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

I] Period- 36 months commencing from 01.04.2024 and ending on 31.03.2027.

II] Fees and Deposit –

Rs. 37,000/- for the first 12 months,

Rs. 38,850/- for the next 12 months and

Rs. 40,792/- for the next 12 months as a monthly license fees and

Rs.1,00,000/- as a security deposit.

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3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. He appeared and filed his reply. As per procedure he was supposed to file Leave to Defend application before proceeding for reply. He failed to do so. However, the respondent added two lines in his reply thereby giving the reply color of Leave to Defend. The same was also rejected as it was filed after the limitation period of 30 days.

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 terminated properly?	Yes
4.	Does applicant is entitled for relief as prayed?	Yes
5.	What order?	Application is partly allowed.

REASONINGS

AS TO POINTS 1, 2 AND 3 -

5. There is no dispute regarding the ownership and execution of leave and license agreement. The document **Exh.13** is the copy of registered Agreement to Sale through which the applicant has purchased the application premises. It shows that the applicant has purchase the application premises. The applicant has also filed on record the verified copy of Share Certificate **Exh.11** which shows that the application premises are mutated in the name of

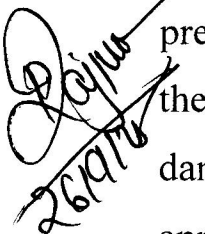
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applicant by society. Hence the finding as to point no. 1 and 2 is recorded as admitted.

6. The document **Exh.12** 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 going to expired on 31.03.2027 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. He stopped the payment 12.09.2024 and the another notice was sent through the advocate on 08.11.2024. The respondent failed to pay the license fee which is the violation of the terms of leave and license agreement. Therefore the applicant issued termination notice to respondent. Said notice is given as per the clause 4(a) of the leave and license agreement. It is proper notice in compliance clause 4(a) of the agreement. The notice is duly served upon respondent. It is one months notice as contemplated in clause 4(a) 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 the termination by either party. Thus Leave and License is expired on 12.10.2024 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. 3 in affirmative.

AS TO POINT NO 4 AND 5 :-

7. The leave and license agreement is expired on 12.10.2024. 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

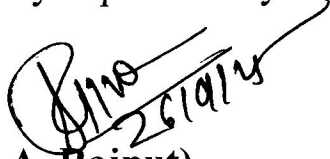
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enabling this authority to grant outstanding license fees. It is civil dispute falls under the jurisdiction of civil court. Parties can adjudicate it before competent civil court. The license fees at the time of termination was Rs.37,000/- per month. Hence, the respondent is liable to pay Rs.74,000/- per month as a compensation. 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. 701A, Built Up: 450 Sq.ft., situated on the 7th floor, Silver Mist CHS Ltd., Jai Bhavanī Mata Road, Amboli, Andheri(W), Mumbai-400058”** to the applicant within 30 days from the date of this order.
3. The respondent is further directed to pay damages to applicant at the rate of **Rs.74,000/- Per month (37,000 x 2 = 74,000/-)** from **12.10.2024** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai
26.09.2025


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