

Presented on :	29.05.2025
Registered on :	29.05.2025
Decided On :	03.10.2025
Duration :	00Y04M04D

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

EVICTIION APP. NO.129 OF 2025

Exh-12

Rahul Sharad Desai

Age 49 yrs, Indian Inhabitant

R/At: Flat No. 604, A- wing,

Priyanka Co-operative Housing Society Ltd.,

Mulund (E), Mumbai-400080

...Applicant

VERSUS

Nitish Yogesh Hajare

Age: 32 years, Indian Inhabitant,

R/At: Flat number 615, 6th Floor,

B-wing, Regency Park, Sector-05,

Kharghar, Navi Mumbai-410210

...Respondent

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

.....
Appearance

Adv. Smt. Geeta Ishwar Melwani ...Advocates for the applicant.

None for the respondent.
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31/01/25

J U D G M E N T

(Delivered on 03rd Day 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 three months. As it was for small tenure, it was not written agreement between them.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“Flat number 615, measuring 47.62 sq.mtrs. of built up area with an additional 3.01 sq.mtrs. terrace, situated on the 6th Floor, B-wing, Regency Park CHS Ltd., plot no.02, Sector-05, Kharghar, Taluka-Panvel, Dist. Raigad, Navi Mumbai-410210”

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

I] Period- 3 months commencing from July 2023.

II] Fees and Deposit- Rs.12,000/- per month as a license fees & Rs.25,000/- 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 05.07.2025. The respondent failed to appear and file



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 verified copy of Deed of Assignment of the application premises. He has also filed on record the verified copy of agreement for sale **Exh-A2**. Both of these documents shows that the applicant purchased the

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application premises. Both of these documents are registered. Hence 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 of leave and license is not filed on record. As per applicant there was oral leave and license agreement executed between them. If the written agreement is produced on record it is conclusive as per **section 24 - Explanation (b) of MRC Act** for the fact stated therein. However where the written agreement is not available on record and where the respondent in spite of being duly served fails to appear, then the statement made by landlord in the application shall be deemed to be admitted by the licensee/respondent as per section 43 (4)(a) of MRC Act. In the present case the summons are duly served on respondent as per **Exh-**

7. He failed to appear and contest the present application. Hence this authority has to consider the statement given by applicant on oath as correct. As per applicant he allowed respondent to occupy the application premises only for the period of 3 months. It was agreed between them that there will be extended agreement if needed. Accordingly the license premises was given to the respondent in July 2023. The monthly rent was Rs.12000/- per month and security deposit of Rs.25000/-. After expiry of the license period he respondent failed to enter into written leave and license agreement and without payment of further license fees. The respondent paid the license fee for three months only in cash. Thereafter he failed to make any payments towards utility bills,



municipal tax and dues. Thereafter he issued eviction notice Dt.21.04.2025 **Exh-A3**. The period of leave and license is expired in September 2023 by efflux of time.

8. The applicant has filed on record the copy of E-mail received by him from the society. He has also filed on record the certificate under section 63 of Bharatiya Sakshya Adhiniyam Exh-11A. Perusal of this mail shows that the applicant has given the application premises on rent. This mail was sent by the society seeking applicant to furnish copy of leave and license agreement. This supports the claim of applicant that the application premises are given on leave and license. Thus it is proved that there is oral leave and license agreement between applicant and respondent and it is expired by efflux of time.

9. The Ld. Advocate for applicant relied on the decision of Hon'ble Bombay High Court in the case of **Raj Prasanna Kondur V/s Arif Taker Khan and Ors. 2004 SCC OnLine Bom 1055: (2005) 4 Bom CR 383**. I have carefully gone through the decision of Hon'ble Bombay High Court in the above case. The Hon'ble High Court laid down that it is not necessary that the agreement of license shall be in writing or registered. It is further held that;

11. Plain reading of section 55(1) would disclose that since enforcement of the said Act, if any premises are allowed to be occupied on leave and license basis, then the agreement in respect of such license has necessarily to be drawn in writing and it should be registered under the Registration Act, 1908. Sub-section


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(2) of section 55 clarifies that it would be the responsibility of the landlord to get such agreement registered. Two consequences are enumerated under sub-sections (2) and (3) of section 55, in case of failure to comply with the obligation of the landlord to register such agreement. Under sub-section (2), in the absence of registration of such agreement, the contention of the licensee regarding terms and conditions of the license would prevail unless proved otherwise. In other words, the contention regarding the terms and conditions by the licensee will have a presumptive value. Secondly, in terms of sub-section (3) of section 55 of the said Act, the landlord will warrant penalty of punishment to the extent of three months imprisonment or fine not exceeding Rs. 5,000/- or both. The said Act nowhere provides for any other consequences for failure on the part of the landlord to get the agreement drawn in writing or being registered. In other words, the said Act specifically provides only for two consequences on account of failure on the part of the landlord to get the agreement registered, as is otherwise required to be done under Sub-section (2) of section 55 of the said Act. The said failure on the part of the landlord to get the agreement registered, however, does not result in denying other rights assured to the landlord under the said Act. Obviously, therefore, the right of the landlord under section 24 of the said Act to get the person evicted from

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the premises of expiry of the license is not curtailed in any manner on account of absence of the agreement being in writing or registered.

10. The decision of Hon'ble High Court is applicable to the present case. Perusal of the record shows that the period of leave and license is expired. 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 :-

11. The Leave and License is expired in September 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. The licensee is liable to pay double the licensee fees. Other claims can be sought before the 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 respondent is hereby directed to handover vacant and peaceful Possession of application premises **“Flat number 615, measuring 47.62 sq.mtrs. of built up area with an additional 3.01 sq.mtrs. terrace, situated on the 6th Floor, B-wing, Regency Park CHS Ltd., plot no.02, Sector-05, Kharghar, Taluka- Panvel, Dist. Raigad, Navi Mumbai-**

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410210" 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.24,000/- per month (12,000x 2 =24,000/-) from October 2023** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai
03.10.2025


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