

Presented on :	12/11/2024
Registered on :	12/11/2024
Decided On :	09/04/2025
Duration :	00Y04M28D

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

EVICTIION APP. NO.268 OF 2024

Exh.16

1.Raimalani Mukesh Arjandas

Age: 57 Years ,Occ: Business

2. Raimalani Rekha Mukesh

Age: 60 Years ,Occ: Not Known

Both R/at-Flat No.A/401, Dheeraj

Regency CHSL, Siddharth Nagar,

W.E. Highway, Borivali East,

Mumbai-400066.

.....**Applicants**

VERSUS

1.Barot Shakti Arunkumar

Age: 40, Years ,Occ: Service

2. Barot Manju Shakti

Age: 40 Years ,Occ: Service

Both R/at- Flat No. B-1401, 14th floor,

Samriddhi Building, Indrolok Phase- VI,

Bhayander East, Dist- Thane.

.....**Respondents**

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

Appearance

.....
Adv. S.G. ShirsatAdvocate for the applicants.

Adv. Nitish Verma

Adv. Eliya Ghodke

Adv. Deepak ThakurAdvocates for the respondents.



.....

J U D G M E N T

(Delivered on 09th 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 of the applicants, they are the owners of premises mentioned in application. They have given this premises to the respondent on grant by executing leave and license agreement. The period of leave and license is expired but the respondents have not vacated application premises.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“R/at- Flat No. B-1401, Built Up: 60.58 Sq.mtr., situated on the 14th floor, Samriddhi Building, Indrolok Phase- VI, Survey No. 26, Bhayander East, Dist- Thane.”

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

I] Period- 36 months commencing from 15.10.2021 and ending on 14.10.2024.

II] Fees and Deposit -1. Rs.21,000/- per month for first 12 months
2. Rs. 22,000/- per month for next 12 months
3. Rs.23,000/- per month for last 12 months as a license fees & Rs.75,000/- as security deposit.

3. The respondents are served with notice as contemplated under section 43 (2) (3) of MRC Act. The service affidavit is at Exh-



08. Postal receipt along with tracking report is at Exh- 09 , 10 & 11. As per report the notice is duly served to the respondents. Respondent no.1 did not appear. However respondent No.2 appeared and filed her reply through advocate. In the reply there is no prayer for the leave to defend as per section 43 of the MRC Act. Moreover the execution of the leave and license agreement is admitted. 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 –A & B** which is copy of agreement for sale & maintenance bill of application premises. 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 – C** 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 14.10.2024 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. 2 and 3 in affirmative.

AS TO POINT NO 4 AND 5 :-


7. The leave and license is expired on 14.10.2024. 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 enabling this authority to grant outstanding license fees and legal fees as prayed in eviction application. 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. 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 **“Flat No. B-1401, Built Up: 60.58 Sq.mtr., situated on the 14th floor, Samriddhi Building, Indrolak Phase- VI, Survey No. 26, Bhayander East, Dist- Thane.”** to the applicants within 30 days from the date of this order.
3. The respondents are directed to pay damages jointly and severally to applicants at the rate of **Rs.46,000/- per month (23,000 x 2 =46,000/-) from 15.10.2024 to till Handover the vacant possession of application premises.**
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai
Date :09.04.2025


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