

Presented on :	07/06/2024
Registered on :	07/06/2024
Decided On :	04/03/2024
Duration :	00Y08M25D

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

EVICTIION APP. NO.130 OF 2024

Exh-15

RAM UGRAH A. MAURYA

Age:49 Years, Occ: Nil

R/At- Flat No.101, First Floor, Building No.108,

Tilak Nagar Prabhat CHSL, Tilak Nagar,

Chembur, Mumbai 400089.

.....Applicant

VERSUS

ROBERT RICHARD MICHAEL

Age:50 Years, Occ: Nil

R/At- Flat No.101, First Floor, Building No.108,

Tilak Nagar Prabhat CHSL, Tilak Nagar,

Chembur, Mumbai 400089.

.....Respondent

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

Appearance

.....
Adv. Nitin P Borale

Adv. Ganesh KaleAdvocates for the Applicant

Adv. Rajesh K Thakur

Adv. Kalpanaa K RajputAdvocates for the Respondent

.....


J U D G M E N T

(Delivered on 4th Day Of March, 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 an owner of premises mentioned in application. He has given this premises to the respondent on grant by executing leave and license agreement for residential purpose. The period of leave and license is expired but the respondent has not vacated application premises. 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:

“Apartment/Flat No.108-A-101, Built Up 325 Sq.Ft., Situated On The Tilaknagar Floor Of A Building Known As Prabhat CHS, Chembur West, Mumbai 400089.”

B] The Period And Details Of Leave And License Agreement:

I] Period- For 36 months commencing from 01.01.2021 and ending on 31.03.2021.

II] Fees - Rs.33,000/- per month only Monthly license fee.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. He appeared and filed his leave to defend application at Exh-9. The application is rejected after



hearing both sides. 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	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 allowed.

REASONINGS

AS TO POINTS 1, 2 AND 3 -

5. The applicant produced the document **Sr.no5 with Exh-04** which is the copy of registered sale deed of application premises. It shows the ownership of the applicant. 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 **Sr.no1 with Exh-04** 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 31.03.2021 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 31.03.2021. 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. 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 respondent is hereby directed to handover vacant and peaceful Possession of application premises **“Apartment/Flat No.108-A-101, Built Up 325 Sq.Ft., Situated On The Tilaknagar Floor Of A Building Known As Prabhat CHS, Chembur West,**



Mumbai 400089'' 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.66,000/- Per month (33,000 x 2 = 66,000/-) from 01.04.2021** to till Handover the vacant possession of application premises.

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

Mumbai
Date :04.03.2025



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

(Dt - 04.03.2025)

This is an application seeking leave to defend the eviction application. The respondent stated that the leave and licence agreement was executed for mutual understanding. There was no intention to act upon the agreement. The respondent denied the ownership of the applicant.

I have gone through the record. The leave and licence agreement is registered. The sale deed shows the applicant is an owner of application premises. Therefore the grounds stated by the respondent are not sufficient to grant him leave to defend this case. Hence, the application seeking leave to defend (Ep 08) is hereby rejected.



04/03/2025

सुभाष पाठिकारी
भाडे नियंत्रण आचार्य कार्यालय
कोटवाग विभाग, मुंबई