

Presented on :	11.04.2025
Registered on :	11.04.2025
Decided On :	26.11.2025
Duration :	00Y07M15D

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

EVICTIION APP. NO. 98 OF 2025

Exh.9

SAJJAD KASAMALI MERCHANT

Age: 64 years, Occ: Business

R/At: Flat No.9, 2nd Floor, C Wing,
Nav Shaukat CHS Limited, Navroji Hill
Road No.19, Dongri, Mumbai-400009

...Applicant

VERSUS

SHER BANO ABDUL REHMAN KHAN

R/At: Flat No.602, 6th Floor,
Sanghvi Empire E Wing CHSL,
Mira Road (East), Near Hyderi Chowk,
Mira Bhayander, Thane-401107

...Respondent

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

Appearance

Ld. Adv. M. Saeed Kadu and Mr. Sarvar Rafik Bajaria ...Advocates for the
Applicant.

None for the Respondent.

J U D G M E N T

(Delivered on 26th day 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, arrears of license fees and damages.

2. As per the submission of the applicant that, he is the owner of application premises. He has given this premises on Leave and License basis to respondent. The term of Leave and License Agreement is expired on 20.08.2025. In spite of that the respondent failed to vacate the application premises. Hence this application is came to be filed.

The necessary details of the application premises are as under:

A] The description of premises mentioned in application :

“Flat No. F-602, 6th Floor, Sanghvi Empire E Wing CHSL, Mira Road (East), Near Hyderi Chowk, Mira Bhayander, Thane-401107 ”

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

I] Period- 11 months commencing from 21.09.2024 and ending on 20.08.2025.

II] Fees and Deposit – Rs.13,700/- per month as a license fees for & Rs.60,000/- interest free refundable deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. She failed to appear before this Authority. 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. 4.




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.	Whether the Leave and License Agreement 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** which is the copy of Agreement for Sale. It shows that the applicant is purchaser of the application premises. Thus it can be held that the applicant is a landlord of application premises. Hence I record Finding as to point no. 1 in affirmative.

6. The document **Exh-A2** is 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 commenced on 21.09.2024 and ended on 20.08.2025. The agreement was executed between the applicant and respondent. The said fact is not contested by the respondent. Hence I record my finding as to point no. 2 is in affirmative.

 7. As per applicant the respondent was irregular in payment of monthly license fees. In spite of repeated demands she failed to pay the same. She also started creating nuisance to the residents residing near application premises.

Hence he terminated the Leave and License Agreement vide eviction notice Dt.25.02.2025 (Exh-A3). This notice was served to the respondent on 28.02.2025. In spite of that she failed to reply the same. In the present matter also In spite of service of summons she failed to appear and contest the present application. In such circumstances the evidence given by the applicant has to be considered.

8. The eviction notice Exh-A3 terminated the term of the Leave and License Agreement on 24.03.2025 (i.e. After 30 days of the notice). The term of Leave and License Agreement is also expired by efflux of time on 20.08.2025. However, considering the conduct of the respondent in not appearing before this authority and not replying to the legal notice, the applicant is entitled for double the rent amount from termination of the Leave and License Agreement as well as for possession. The respondent did not pay heed to the expiry of the Leave and License Agreement and still residing in license premises without any authority. Hence for this reason I record my findings as to point no. 3 in affirmative and held that the leave and license agreement is terminated.

AS TO POINT NO 4 AND 5 :-

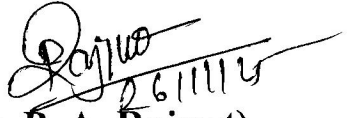
9. The leave and license agreement is terminated on the date 24.03.2025. The premises are yet not vacated by the respondent. Section 24 of the MRC Act, empowered this authority to pass order of eviction and damages on the expiry or termination of leave and license agreement. Hence, I found the applicant is entitled for eviction order against the occupier of the license premises i.e. respondent. The applicant can move before civil court for the recovery of outstanding amount such as license fee, utility bills, and other damages as per agreement if any. 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 No. F-602, 6th Floor, Sanghvi Empire E Wing CHSL, Mira Road (East), Near Hyderi Chowk, Mira Bhayander, Thane-401107”** 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.27,400/- per month (Rs.13,700 x 2= 27,400/-) from 24.03.2025** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai
26.11.2025**


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