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|-----------------|------------|
| Presented on :  | 01.01.2025 |
| Registered on : | 01.01.2025 |
| Decided On :    | 15.10.2025 |
| Duration :      | 00Y10M15D  |

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

**EVICTIION APP. NO.01 OF 2025**

**Exh.20**

**1. Mr. Shaikh Mohad. Salim**

**2. Mrs. Taherunnisa Mohd Salim**

Flat No. B-402, 4<sup>th</sup> floor, Safa Apartments CHS

Building No.33, Pathanwadi, Rani Sati Marg,

Malad East, Mumbai 400097

**...Applicant**

**VERSUS**

**Ms. Baloch Nasrin Hanif**

Flat No.C-605, Himachal CHS Ltd.,

S.V. Road, Opp. Sunder Nagar, Malad West,

Mumbai-400064

**...Respondent**

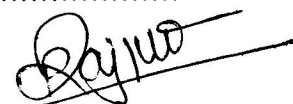
**Application Under Section 24 of the Maharashtra Rent Control Act,**

**1999**

**Appearance**

.....  
Ld. Adv. Shri. Nikhil S. Rajeshirke Advocate for the Applicant.

Ld. Adv. Shri. Edgar Braganza Advocate for the Respondent.  
.....



**J U D G M E N T**

(Delivered on 15<sup>th</sup> 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 applicants, they are the owners of premises mentioned in application. He has given this premises to the respondent on Leave and License for 11 months. There was a written registered agreement executed between them.

The necessary details of the application are as under:

**A] The description of premises mentioned in application :**

“Flat No.C-605, Built Up: 350 Sq.ft., situated on the 6<sup>th</sup> floor of building known as Himachal CHS Ltd., standing on the plot of land bearing C.T.S. No., S.V. Road, Opp. Sunder Nagar, Malad West, Mumbai-400064”

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

**I] Period-** 11 months commencing from 01.06.2024 and ending on 30.04.2025.

**II] Fees and Deposit-** Rs.29,000/- per month as a license fees & Rs.1,00,000/- 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. Thereafter the applicant served the notice to the respondent through Malad Police Station. The report of the Police Station shows that the notice is pasted on the door of the respondent on 10.03.2025. The respondent appeared and



failed to file Leave to Defend within statutory limitation. He filed his Leave to Defend after limitation period of 30 days which was rejected by this Authority. 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 copy of Share Certificate of the application premises. This document shows that 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 **Exh.A3** 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 30.04.2025 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 :-**

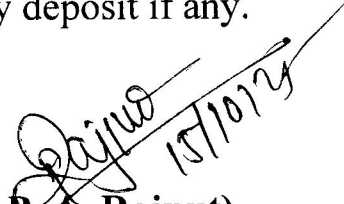
7. The leave and license is expired on 30.04.2025. The premises is yet not vacated and handed over to the applicant. Section 24 of the MRC Act, empowered this authority to pass order of eviction and damages on the expiry of leave and license agreement. Hence, I found the applicant is entitled for eviction order and damages. The licensee is only liable to pay the damages. The other claim of the outstanding rent amount 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 respondents are hereby directed to handover vacant and peaceful Possession of application premises **“Flat No.C-605, Built Up: 350 Sq.ft., situated on the 6<sup>th</sup> floor of building known as Himachal CHS Ltd., standing on the plot of land bearing C.T.S. No., S.V. Road, Opp. Sunder Nagar, Malad West, Mumbai-400064”** to the applicants within 30 days from the date of this order

3. The respondent no.1 is directed to pay damages to applicant at the rate of Rs.58,000/- per month (29,000 x 2 =58,000/-) from 01.05.2025 to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai**  
**15.10.2024**

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