

Presented on :	16.02.2026
Registered on :	16.02.2026
Decided On :	12.08.2026
Duration :	00Y05M27D

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

EVICTON APPLICATION NO.35 OF 2026

Exh-12

1. SHASHIKANTH SHAMRAO JOSHI

2. VEENA SHASHIKANTH JOSHI

Both R/At : Flat No.502, 5th Floor, Lotus Heights, Opp Gandhi

Maidan, Road No.15, Chembur, Mumbai 400071. ...**Applicant**

VERSUS

1. HARISH HEERALAL BALOTIA

2. SAROJ HARISH BALOTIA

Both R/At- Flat No.201, B Wing, 2nd Floor, Safal Twins,

Opp Saras Baug Road, Deonar, Mumbai 400088. ...**Respondents**

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

Appearance

.....
M/s Chitnis & Co. for the applicants.

Ld Adv Shri Sushrut S Jadhwar And Ors for the respondent no.1.
.....

J U D G M E N T

(Delivered on 12th Day of August, 2026)


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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, they are the owners of premises mentioned in application. The Applicants have given this premises to the respondent no.1 by executing Leave and License Agreement. There were complaints from the society about the nuisance in the society of the application premises. Hence the applicant terminated the leave and license agreement. The period of leave and license is also expired by efflux of time and the respondents failed to vacate the application premises.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“Flat No.202, Built Up 883 Sq.Ft., 2nd Floor, Shree Nandadeep Bhavan, CTS No.917 (B), Gaothan Road No.2, Near Sandu Garden Chembur, Mumbai 400071”

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

I] Period- 24 months commencing from 15.04.2024 and ending on 14.04.2026.

II] Fees and Deposit—

a. Rs.67,000/- per month for first 12 months.

b. Rs.71,000/- per month for last 12 months.

Rs.2,00,000/- interest free refundable deposit.



3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. The respondent no.1 filed his Leave to Defend application. The Leave to Defend application came to be rejected by this Authority. Thereafter, the matter is 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 applicants and respondent in respect of application premises?	Yes
3.	Whether the leave and license agreement is properly terminated?	Yes
4.	Whether applicants are entitled for relief as prayed?	Yes
5.	What order?	Application is allowed.

REASONINGS

AS TO POINTS 1, 2 AND 3 -

5. The applicants in order to prove their ownership filed on record the copy of the Share Certificate (**Exh-A4**). Perusal of this document shows that the applicants are the members of the society of the application premises. The ownership of the applicants is not contested by the respondents. Hence, it can be held that the applicants are the landlord of application premises. The available


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records show that the applicant is entitled to give this property on leave and license basis. Hence I record the finding as to point no.1 in affirmative.

6. The document **Exh-A1** is the copy of 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 14.04.2026 by efflux of time. However as per applicants the respondents were causing nuisance in the application premises and they received complaints from the society of the application premises. Hence, the applicants terminated leave and license agreement by their notice dt.01.11.2025 (**Exh-A2**). The respondents failed to reply to this notice. Hence, the case of the applicants has to be considered on the basis of their record. Accordingly I hold that the leave and license agreement is properly terminated by the applicants. 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 terminated on 01.12.2025 (i.e. after one month of the termination notice dt. 01.11.2025). The premises is yet not vacated and handed over to the applicants. Section 24 of the MRC Act, empowers this authority to pass order of eviction and damages on the expiry of leave and license agreement. Hence, I found the applicants are 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. As far as



the question of respondent no.2 is concerned, she is wife of the respondent no.1 and entered in the application premises under leave and license agreement. Hence she is also liable to vacate the application premises. However the respondent no.1 being the licensee is liable to pay the license fees and damages and not respondent no.2. The prayer for arrears of license fees is rejected. 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 or anyone on their behalf are hereby directed to handover vacant and peaceful possession of application premises **“Flat No.202, Built Up 883 Sq.Ft., 2nd Floor, Shree Nandadeep Bhavan, CTS No.917 (B), Gaothan Road No.2, Near Sandu Garden Chembur, Mumbai 400071”** to the applicants within 30 days from the date of this order.
3. The respondent no.1 is directed to pay damages to applicants at the rate of **Rs.1,42,000/- per month (71000 x 2 = 1,42,000/-) from 01.12.2025** till Handover the vacant possession of application premises.
4. The applicants are at liberty to appropriate security deposit if any.

Mumbai
Date :12.08.2026


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

