

Presented on :	11/03/2024
Registered on :	11/03/2024
Decided On :	23/04/2025
Duration :	01Y01 M12D

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

**EVICTIION APP. NO.59 OF 2024**

**Exh.16**

**Shraddha Sachin Jadhav Through  
Her Representative  
Shweta S. Masurkar**

Age: 35 Years, Occ: Not known  
R/at: Flat No.115, 1<sup>st</sup> floor , Sindhu Sagar,  
Society, Building No.2, Mumbai Central,  
Keshavrao Kadam Marg,  
Mumbai- 400008.

.....Applicant

**VERSUS**

**Vaibhav Subhash Kute**

Age: Major ,Occ: Not Known  
R/at- Flat No.115, 1<sup>st</sup> floor , Sindhu Sagar,  
Society, Building No.2, Mumbai Central,  
Keshavrao Kadam Marg,  
Mumbai- 400008.

.....Respondent

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

**Appearance**

.....  
Adv. Akhilesh Singh

Adv. Ruchi Singh .....Advocates for the Applicant.

M/s Vanguard Law Group .....Advocate for the Respondent.

.....

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

(Delivered on 23<sup>th</sup> 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 applicant, she is an owner of the premises mentioned in application. Her brother has given application premises to the respondent on grant by executing leave and license agreement. The period of leave and license is expired but the respondent has not vacated application premises. Hence, present application is filed for recovery possession, arrears of license fees and damages for unauthorized use.

The necessary details of the application are as under:

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

**“R/at-Flat No.115, Built Up: 324 Sq.ft., situated on the 1<sup>st</sup> floor of a building known as Bombay Central Sindhusagar CHS standing on the plot of land bearing plot no.: 2, Keshavrao Kadam Marg Bellasis Chawl, Mumbai Central, Mumbai-400008.”**

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

**I]** **Period-** For 11 months commencing from 18.02.2023 and ending on 17.01.2024.

**II]** **Fees and Deposit** –Rs.1/- per month as monthly license fees and Rs.25,00,000/- as a heavy deposit.

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.09. The application is rejected after hearing both sides. In leave to defend application the ownership



and execution of leave and license agreement is admitted by the respondent. 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	Is there any 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 allotment letter and share certificate along with the POA at page no.29 & 30 wherein it appears the ownership is transferred in the name of applicant. The applicant has succeeded this property from the original licensor. Therefore she



stepped into the shoes of original licensor and therefore she is owner and landlord of the application premises. Hence my finding as to point no.1 recorded as an affirmative.

6. The applicant produced the document **at page no.24 to 28** which 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 17.01.2024 by efflux of time. The agreement shows that the license fees was Rs.1/-per month and security deposit was Rs.25,00,000/- (Twenty Five Lakhs Rupees). Thus it is proved that the 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 & 3 in affirmative.

**AS TO POINT NO 4 AND 5 :-**

7. The leave and license is expired on 17.01.2024. 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. The leave and license agreement is executed on heavy deposit of Rs.25,00,000/- (Twenty Five Lakhs Rupees). Therefore the respondent is entitled for his security deposit as per the leave and license agreement. In the leave and license agreement it is clearly written that the security deposit is refundable. The applicant is stepped into the shoes of original owner. Therefore she has to perform reciprocal promise. Hence, the applicant is entitled for the possession of application



premises subject to refund of security deposit. Accordingly, I answered point 3 in affirmative and in answer to point no. 4 passed 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.115, Built Up: 324 Sq.ft., situated on the 1<sup>st</sup> floor of a building known as Bombay Central Sindhusagar CHS standing on the plot of land bearing plot no.: 2, Keshavrao Kadam Marg Bellasis Chawl, Mumbai Central, Mumbai-400008.”** to the applicant within 15 days from the date he received his security deposit i.e. Rs.25,00,000/-(Twenty Five Lakhs Rupees) from the applicant.
3. The applicant shall either deposit Rs.25,00,000/-(Twenty Five Lakhs Rupees) in the account of this authority or directly pay it to the respondent strictly by online transfer in his bank account.
4. The possession warrant as provided under section 45 of MRC Act will only be issued after payment of said security deposit to respondent or on deposit of said amount in the account of this authority.
5. The respondent is hereby directed to pay license fees to applicant at the rate of Rs. 2/- **per month from 18.01.2024** till Handover the vacant possession of application premises.

**Mumbai**

**Date :23.04.2025**



**(V. K. Puri)**

**Competent Authority  
Rent Control Act Court,  
Konkan Division, Mumbai.**

**IN THE COURT OF COMPETENT AUTHORITY RENT CONTROL**

**ACT, KONKAN DIVISION AT MUMBAI**

(Presided over by V.K.Puri)

**Eviction Application No.59/2024**

**Shraddha V/s Vaibhav**

**Order Below Exh.09 application for leave to defend**

**[Dt.23/04/2025]**

This is an eviction application filed as per section 24 of the MRC Act. The agreement is expired by efflux of time but the premises is not vacated by the respondent/licensee. The period of leave and license agreement was 18.02.2023 to 17.01.2024. The agreement was executed with the brother of applicant as a licensor and the respondent as a licensee. The original licensor has transferred application premises in the name of applicant. Therefore applicant has filed present eviction application.

2. The respondent filed present application to seek permission to contest this eviction application. He stated that the applicant is not a landlord as per the definition given under section 41 and section 24 explanation (a) of the MRC Act. The agreement to sale was executed with the original licensor for purchasing license premises for the consideration of Rs.84,00,000/-. Out of said consideration Rs.25,00,000/- was paid to the original licensor as a part payment of said agreement. Therefore he is not licensee of the premises but he is holding possession as a purchaser of the premises. Although the leave and license agreement was executed between the parties the respondent is not a licensee of the applicant.

3. The applicant/licensor vehemently objected the application and submitted that the leave and license agreement is dully executed and it is



admitted. The agreement is conclusive for the facts stated therein. The respondent has come up with the concocted story. Hence, he prayed for the rejection of present application.

4. I have gone through the application and heard both sides. The leave and license agreement is registered and it was executed for the heavy deposit of Rs.25,00,000/-. The applicant is ready to return said heavy deposit to the licensee. Admittedly, the leave and license agreement is not executed with the applicant but the original licensor has transferred application premises in the name of applicant who was initially the joint owner of said property. Therefore the applicant stepped into the shoes of original licensee and she is landlord of the premises. So far as the agreement to sale is concerned. The said agreement is not registered. Therefore it cannot be said that the possession was given to the licensee as a part performance. Hence, licensee's possession cannot be protected. The licensee is in the application premises by virtue of the leave and license agreement. The agreement is expired. The applicant is ready to return security deposit therefore I do not find any reason to grant leave to defend to the respondent. The respondent relied upon –

**1. Vijay S. Machindar V/s Puneet Jitendra Sejpal & Ors- 2017 SCC Online BOM 8325 : (2018) 1 Mah LJ 406 : (2018) 1 Bom CR 72 : (2018) 1 AIR Bom R 426.**

**2. Navanath Gangaram Shine V/s jagannath Ambre & Ors.- 2019 SCC Online Bom 1759.** In which it is held that the authority cannot delve into the merit of the matter at the stage of granting leave to defend. If authority finds any triable issue then leave has to be granted to the respondent. As I have already stated that the respondent's possession is on the basis of leave and license agreement. The agreement is admitted.



Therefore I do not find any triable issue in this. Hence, following order is passed:

**ORDER**

The application seeking leave to defend Exh-09 is hereby rejected.

**Mumbai**  
**23.04.2025**

  
**(V.K. Puri)**

**Competent Authority**  
**Rent Control Act Court**  
**Konkan Division, Mumbai.**