

Presented on :	10.03.2025
Registered on :	10.03.2025
Decided On :	11.12.2025
Duration :	00Y09M01D

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

**EVICTIION APP. NO. 61 OF 2025**

**Exh.14**

**Mr. Shrawan Vishnunath Mane**

Age 43 Years, Occupation: Jyotishi

R/o : Building no.253, Room no. 9917,

A wing, Kannamwar Nagar 2,

Vikhroli East, Mumbai-400083

**...Applicant**

**VERSUS**

**Mrs. Pratibha Karan Eppa**

Age-43, Occ: Housewife,

R/o: Room no. 3100,Chawl No. 218,

Ram Hajare Marg,Tagore Nagar,

Group No.1,Vikhroli East, Mumbai-400083

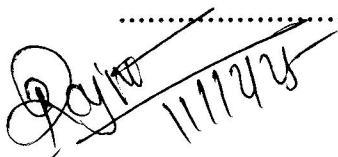
**...Respondent**

**Application Under Section 24 Of TheMaharashtra Rent Control Act,  
1999**

**Appearance**

Ld. Adv. Smt. Cindrella Gawli and Adv. Sneha Gawli advocates for the applicant

Ld. Adv. Smt. Khushi Trushal Bhadricha advocate for the applicant.



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

(Delivered on 11<sup>th</sup> day of December, 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. Applicant states that post execution of the said Leave and License Agreement monthly compensation was not paid by the respondent payable as per the said Leave and License Agreement. The applicant issued termination notice dated 06.02.2025 to the respondent. Thereafter the period of leave and license is terminated by efflux of time on 09.11.2023. However, the said notice is duly served upon respondent but the respondent has not vacated 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 :**

“Room no. 3100, Chawl No. 218, Ram Hajare Marg, Tagore Nagar, Group No.1, Vikhroli East, Mumbai-400083”

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

**I] Period-** 11 months commencing from 10.01.2023 and ending on 09.11.2023.

**II] Fees and Deposit** – Rs.15,000/- per month as a license fees for & Rs.50,000/- interest free refundable deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. She appeared but failed to file leave to

*Pratibha*  
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defend application 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.

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 is expired?	Yes.
4.	Whether 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 the Irrevocable Power of Attorney. It shows that the mother of the applicant namely Laxmibai Vishwanath Mane has executed this document in favour of the applicant. Exh. A-2 is the copy of the receipt of Tenement allotted to mother of the applicant. As per applicant thereafter she purchased the said premises as per the sale deed. The copy of the sale deed is also produced on record by the applicant Exh. A-13. This document shows that the mother of the applicant has purchased the application premises. The said fact is not disputed by the respondent. The mother of the applicant executed the

Irrevocable Power of Attorney in his favor. This shows that the applicant is landlord of the application premises and is entitled to give this property on leave and license basis. This Authority is not inclined with the ownership of the application premises. It has to see if the applicant is the landlord. Hence the finding as to point no. 1 in affirmative.

6. The document **Exh.A14** is the certified copy of the Leave and License Agreement. The certified copy of said leave and license agreement is tendered on record. 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 10.01.2023 and ended on 09.11.2023. 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. The applicant issued notice Dt.06.02.2025 **Exh.A15** to the respondent mentioning the termination. But she did not pay heed to it and still residing in license premises without any authority. So also, the term of Leave and License Agreement is expired by efflux of time on 09.11.2023. Hence for this reason I have recorded 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 :-**

8. The leave and license agreement is terminated on the date 9.11.2023. 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 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 and

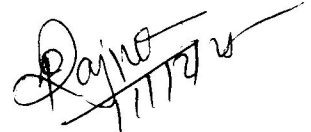
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damages as per agreement if any. Accordingly, I answer point 4 in affirmative and in answer to point no. 5 pass following order –

**ORDER**

1. The application is allowed.
2. The respondent is hereby directed to handover vacant and peaceful Possession of application premises “**Room no. 3100, Chawl No. 218, Ram Hajare Marg, Tagore Nagar, Group No.1, Vikhroli East, Mumbai-400083**” 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.30,000/- per day (Rs.15,000\*2= 30,000/-)** from **10.11.2023** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai**  
**11.12. 2025**

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