

Presented on :	09.02.2024
Registered on :	09.02.2024
Decided On :	11.11.2025
Duration :	01Y09M02D

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

EVICTIION APP. NO. 29 OF 2024

Exh.15

Sudhir Worlikar

R/o: 1501, Hi Tech Ultra Pvt. Ltd.,
Plot no.12, Sec.16 E, Springdale,
Roadpali, Kalamboli,
Navi Mumbai-410218

...Applicant

VERSUS

V. V. Shashikumar Vijay Nayar

R/o: Flat no.15, 3rd floor,
Kamgar Co-operative Hsg. Soc.,
Plot No.126,
Sion(E), Mumbai-400022

...Respondent

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

Appearance

Ld. Adv. M/s. P. V. Nichani & Co. advocates for the applicant.

None for the Respondent.



J U D G M E N T

(Delivered on 11th 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 03.11.2020. 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. A/15, 3rd floor, Kamgar Co-operative Hsg. Soc., Plot No.126, Sion (E), Mumbai-400022”

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

I] Period- 11 months commencing from 04.12.2019 and ending on 03.11.2020.

II] Fees and Deposit – Rs.24,000/- per month as a license fees for & Rs.76,000/- interest free refundable deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. He 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.A5** which is the copy of Share Certificate. It shows that the application premises originally belong to one Bhupendranath G. Worlikar. Thereafter it was transferred in the name of other persons and applicant. Lastly the application premises is transferred in the name of one Devyani Prakash Nakhwa and Namita Tushar Nakhwa/ Khantia. This means the applicant is not owner of the application premises as on today. This fact is clear from the Share Certificate brought on record by applicant himself. The application premises is transferred in the name of Devyani Prakash Nakhwa and Namita Tushar Nakhwa/ Khantia. Applicant filed affidavit Exh.14 of Devyani Prakash Nakhwa who also submits that she has purchased the premises from applicant and that she has no objection if the appropriate orders are passed against the respondent. The document of Share Certificate and the affidavit of recent purchaser of the application premises shows the applicant is entitled to give this property on leave and license basis as he was the owner at the relevant time when the application premises were given on Leave and License to the respondent. This Authority

is not inclined with the ownership of the application premises. It has to see if the applicant is the landlord. During the time the Leave and License Agreement was executed the applicant was the landlord. Thus it can be held that the applicant is a landlord of application premises. Hence the finding as to point no. 1 in affirmative.

6. The document **Exh.A1** is the certified copy of the Leave and License Agreement. The certified 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 04.12.2019 and ending on 03.11.2020. 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.17.06.2021 **Exh.A2** to the respondent mentioning the termination. But he 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 03.11.2020. 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 03.11.2020. 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.

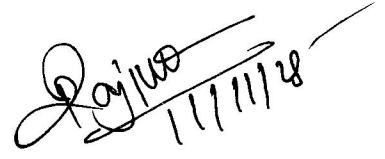
The applicant can move before civil court for the recovery of outstanding and damages as per agreement if any. Accordingly, I answered point 4 in affirmative and in answer to point no. 5 passed following order –



ORDER

1. The application is allowed.
2. The respondent is hereby directed to handover vacant and peaceful Possession of application premises "**Flat no. A/15, 3rd floor, Kamgar Co-operative Hsg. Soc., Plot No.126, Sion (E), Mumbai-400022**" 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.48,000/- per day (Rs.24,000*2= 48,000/-)** from **04.11.2020** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

**Mumbai
11.11.2025**


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