

Presented on :	10/10/2024
Registered on :	10/10/2024
Decided On :	10/02/2025

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

EVICTIION APP. NO. 246 OF 2024

Exh. 12

1. Swaminathan Murthy Iyer

Age: 60 years old

Residing at Pluto B 201, Vasant

Galaxy, Bangur Nagar, Goregaon (W)

Mumbai 400 104

2. Banumathy Swaminathan

Age: 58 years old

Residing at Pluto B 201, Vasant

Galaxy, Bangur Nagar, Goregaon (W)

Mumbai 400 104

.....Applicants

VERSUS

Mr. Jitesh R Gajaria

Age: 50 Years, Occupation: Business

Presently residing at Flat No. A-3502,

Lodha Kiara, Pandurang Budkar Marg,

Worli, Mumbai 400018

.....Respondent

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

Appearance

.....
Adv. Ankit TripathiAdvocates for the Applicants

None for the Respondent.
.....

J U D G M E N T

(Delivered on 10th Day of February, 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 that, they are the owners of application premises. They have executed leave and license agreement with respondent and gave application premises on leave and license basis to respondent. The premises is given to the respondent for residential purpose. The respondent defaulted the payment of license fees and stopped the payment of license fees from July 2024. Therefore, the applicants issued termination notice to the respondent on 14.08.2024 by using clause 2.2 & 9.1 of the leave and license agreement. The period of leave and license is terminated by said notice. Said notice is duly served upon respondent but the respondent has not vacated application premises. He also failed to clear dues. Hence this application is came to be filed.

The necessary details of the application are as under:

A] The description of premises mentioned in application :

“Flat No. A-3502, Lodha Kiara, Pandurang Budkar Marg, Worli, Mumbai 400018”

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

I] Period- 36 months commencing from 05.06.2024 and ending on 04.06.2027.

II] Fees and Deposit – 1.Rs.2,30,000/- per month for first 12 months

2. Rs.2,41,500/- per month for next 12 months



3. Rs.2,53,575/- per month for last 12 months as a license fees & Rs.6,90,000/- interest free refundable deposit.

3. The respondent is served with notice as contemplated under section 43 (2) (3) of MRC Act. He did not appear. The service affidavit is at Exh-08 postal receipt at Exh-09 and track report is at Exh-10. respondent did not appear. 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.	Does the period of Leave and License is terminated properly ?	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-A** which is the copy of index II of sale deed of application premises. It shows that



the applicants are entitled for license premises and they are landlord of the same. Hence the finding as to point no. 1 in affirmative.

6. The document **Exh – B** 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 going to expire on 04.06.2027 by efflux of time. However, as stated in application that the respondent has defaulted the payment of license fees and stopped the payment from July 2024. Therefore the applicant issued termination notice Exh-F dated 14.08.2024 to the respondent. The perusal of said notice it seems the reason mentioned for termination is sufficient to terminate the leave and license agreement as per clause 2.2 & 9.1. The leave and license agreement can be terminated as per clause 2.2 & 9.1. The breach is not rectified. Therefore the termination notice is a proper notice. Hence, the leave and license agreement is properly terminated. 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 expired by way of termination on 14.09.2024 i.e. after one month of termination notice.

AS TO POINT NO 4 AND 5 :-

7. The leave and license agreement is expired on 14.09.2024. The premises is yet not vacated. The respondent is in occupation of said premises even after the termination of period of grant. 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 at the




rate of double of license fees from the date of termination of leave and license agreement. For other monetary claim such as pending electricity bills and license fees there is no provision empowering this authority. Party can adjudicate it before civil court. The license fees at the time of expiry was 2,30,000 therefore the applicant is entitled for 4,60,000/- from the date of expiry as a compensation. 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-3502, Lodha Kiara, Pandurang Budkar Marg, Worli, Mumbai 400 018.**” 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. **4,60,000/- per month (2,30,000x 2 = 4,60,000/-) from 15.09.2024** to till Handover the vacant possession of application premises.
4. The applicant is at liberty to appropriate security deposit if any.

Mumbai
Date :10.02.2025


(V. K. Puri)
Competent Authority
Rent Control Act Court,
Konkan Division, Mumbai.