

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.11784 OF 2015

Murali Seetharam s/o S. Seetharam

.. Petitioner

Versus

Ramesh Raman

.. Respondent

Mr. Ketan Chothani a/w Ms. P. M. Bhansali, for the Petitioner.

CORAM : R.M. SAVANT, J.

DATE : 9th DECEMBER, 2015

PC.

1. The order dated 27.04.2015 passed by the Competent Authority exercising powers under the Maharashtra Rent Control Act, 1999, rejecting the application for leave to defend is taken exception to by way of the above Petition. The Petitioner herein is the licensee of the Respondent and is the Respondent in the application filed by the Respondent herein before the Competent Authority. The licence period was between 01.04.2013 to 28.02.2014. In view of the fact that the Petitioner has not vacated the premises in question at the end of the licence period that the Respondent licensor filed an application before the Competent Authority inter-alia for the following reliefs :-

“A. The application may kindly be allowed.

B. The opponent may kindly be directed to vacate the

'licensed premises' and deliver the possession of the same to the applicant.

C. The opponent may kindly be directed to pay Rs.2,40,000/- towards arrears of the license fee/compensation as detailed in para 8 of this application.

D. The opponent may kindly be directed to pay interest at the rate of 18 p.c.p.a. on the said amount of Rs.2,40,000/- from the date of this application till the date of realisation.

E. The opponent may kindly be directed to pay compensation @ Rs.32,000/- per month from 01.12.2014 till delivery of licensed premises to the applicant with interest @ 18 p.c.p.a. on the amount due till the payment thereof.”

2. It appears that post 28.02.2014, the licensee i.e. the Petitioner continued to occupy the premises in question and payment seems to have been made to the licensor which is reflected from the statement which appears in paragraph 5 of the application. The Petitioner herein filed an application for leave to defend which application came to be rejected by the Competent Authority for the reasons mentioned in the impugned order dated 27.04.2015. The Competent Authority has observed that no case for leave to defend has been made out by the licensee.

3. The Learned Counsel appearing on behalf of the Petitioner i.e. the licensee would contend that since the licensor has accepted payment after the period of license was over, the licence is deemed to have been continued by the licensor. In my view, it is not possible to accept the said contention in view of the provisions of the Maharashtra Rent Control Act,

which postulates a registered agreement between the parties. As indicated above, the licensee is continuing to occupy the premises though the licence period has come to an end and therefore, the payment tendered by the licensee though accepted by the licensor cannot create a right in his favour in the absence of any registered agreement. In my view, therefore, in the absence of any registered agreement, the licensee is bereft of any authority to occupy the premises in question. Hence, no case for interference in the Writ Jurisdiction of this Court is made out. The Writ Petition is accordingly dismissed.

4. Needless to state that the application would be tried on its own merits and in accordance with law.

[R.M. SAVANT, J]