

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

WRIT PETITION NO. 11289 OF 2012

M/s. Vyas Technologies Pvt. Ltd & Anr. ... Petitioners

Vs

Shri Avdhoot Narayan Pendse & Ors. ... Respondents

...

Mr. Tanaji Mhatugade for Mr. S. B. Deshmukh, for the petitioners.

None is present for the respondent.

CORAM : M. S. KARNIK, J.

DATE : 29 APRIL, 2016

P.C. :

1 The petitioners impugn the order dated 22nd August 2012 passed by the Divisional Commissioner Pune, at Pune, in a Revision filed under section 44 of the Maharashtra Rent Control Act, 1999 (herein after referred to as the said Act for short). The said revision was filed by the petitioner against the order of eviction dated 7th of October 2011, passed by the Competent Authority Pune, thereby directing the petitioners to handover the vacant and peaceful possession of the suit flat to the respondents-licensors. Petitioners were directed to pay damages at Rs.55,125/- per month from 1st June 2010 till the respondents receive possession of the licensed premises.

2 The leave and license agreement is dated 4th September 2007. The suit flat was licensed for a period of 33 months on various terms and conditions mentioned in the said leave and license agreement. The said leave and license agreement was duly registered. After the license period was over the petitioner failed to handover the possession and comply with the terms and conditions of the leave and license.

3 The respondents-licensors therefore, filed an application before the competent authority Pune, under section 24 of the said Act for eviction and compensation. The competent authority by the order dated 7th October 2011 was pleased to allow the application and directed the petitioner to hand over the vacant possession of the suit flat and also pay the damages of Rs.55,125/- per month from 1st June 2010 till the applicant receives possession of the licensed premises.

4 Being aggrieved by the order passed by the competent authority the revision under section 44 was filed by the petitioners before the Divisional Commissioner, Pune at Pune. For the reasons

recorded in the impugned order dated 22nd August 2012 the Divisional Commissioner was pleased to reject the revision and confirm the order passed by the competent authority.

5 The petitioners take exception to the order passed by the Revisional Authority. The main contention of the petitioners is that though leave and license agreement stipulates the license period for a period of 33 months ending on 31st May 2010, but in fact, according to the petitioners it was orally agreed that the license period was up to 31st August 2010. The petitioners also objected to the jurisdiction of the competent authority to try and entertain the application. Another grievance of the petitioners is that they had done interior decoration, renovation and furniture work at the suit flat as per the permission of the respondents and that the respondents promised to pay the said costs at the time of vacating of the said flat.

6 The petitioners except for contending that, it was orally agreed between the parties that the license period was to expire on 31st August 2010, have not produced any evidence or cogent material

on record to establish their claim. The leave and license document is a registered document. It specifically provides for a license period of 33 months from 4th September 2007. The execution is not denied by the licensee. The claim of the petitioners, therefore, that the application before the competent authority is premature is unfounded. There is therefore no reason to interfere with the concurrent finding recorded by the authorities below.

7 In answer to issue No. 4 the competent authority has held that the authority has jurisdiction to try and entertain the application. The execution of the leave and license agreement is not disputed. The same is for a residential purpose. The agreement is duly registered. The application is made after expiry of the license period. Therefore there is no substance in the contention of the petitioners that the competent authority has no jurisdiction to decide the application.

8 Further both the authorities have concurrently held that the petitioners failed to prove that they have done interior decoration, renovation and furniture work to the suit flat as per the

permission of the respondents and that the cost was to be paid by the respondents at the time of vacating the flat. The learned authorities below on the basis of material on record concurrently found that the respondents are entitled to possession of the suit premises and the said findings are in no way perverse or illegal to warrant interference.

9 Another development that has taken place during the pendency of the present Writ Petition is that the petitioners have already handed the possession of the suit premises some time in the month of March 2013 to the respondents. In this view of the matter also I find no reason to interfere with the order passed in revision. The Writ Petition is therefore dismissed with no order as to costs.

(M. S. KARNIK, J.)