

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION STAMP NO.10719 OF 2017

Rakesh Kumar Tyagi : Petitioner.
versus
Competent Authority,
Pune Region, Pune and ors. : Respondents.

Mr. Sangram Chinnappa for the Petitioner.

CORAM : R. M. SAVANT, J.
DATE : 26th APRIL 2017

PC.

1 The writ jurisdiction of this Court is invoked against the order dated 07/03/2017 passed by the Additional Commissioner, Pune Division, Pune. By the said order the revision application filed by the Petitioner herein came to be dismissed and resultantly the order dated 20/01/2016 passed by the Competent Authority directing the Petitioner to hand over possession of the premises came to be confirmed.

2 The said revision application was filed by the Petitioner against the order dated 20/01/2016 passed by the Competent Authority. The proceedings before the Competent Authority were based on the Leave and License Agreement dated 11/05/2013 entered into between the Petitioner and the Respondent No. 4 herein. The currency of the said Leave and License Agreement was between 11/05/2013 to 10/04/2014. It seems that the monthly license fee was fixed at Rs.8500/- per month and the deposit was

Rs.25,000/- with interest if any. The said Agreement was executed on a stamp paper of Rs.500/- and notarized. It is pertinent to note that the Petitioner's photo along with his signature appears on the said Leave and License Agreement. In view of the fact that the Petitioner was not vacating the licensed premises, that the application under Section 24 of the Maharashtra Rent Control Act, 1999 came to be filed before the Competent Authority by the Respondent No.4 herein. The Competent Authority by order dated 13/01/2015 directed the Respondent No.4 in terms of Section 55 of the Maharashtra Rent Control Act, 1999 to deposit the amount of Rs.5000/- and also paid the deficit stamp duty on the unregistered Leave and License Agreement. The Respondent No.4 also filed an application to indicate that the Petitioner was served with the application to which application were annexed the postal remarks. The Competent Authority has by its order dated 20/01/2016 allowed the said application on the ground that there is a relationship between the parties of licensor and the licensee and that the licensee i.e. the Petitioner herein had not handed over the possession of the premises though the license period was over on 10/04/2014 and also not paid the license fees.

3 The licensee i.e. the Petitioner herein aggrieved by the order dated 20/01/2016 passed by the Competent Authority carried the matter in Revision. In the said Revision, the Petitioner took a ground that he had ownership rights as he had paid the Respondent No. 4 Rs.One lakh by cheque and Rs.Nineteen

Lakhs by cash as consideration. The Revisionary Authority i.e. the Additional Commissioner, Pune Division, Pune considered the said case of the Petitioner that he has ownership rights in respect of the suit premises. The Revisionary Authority held that it did not have the jurisdiction to adjudicate upon the said ownership rights for which the Petitioner would have to file appropriate proceedings in the Civil Court. However, in so far as the Leave and License Agreement is concerned, the Revisionary Authority adverted to the fact that the said Leave and License Agreement which it termed as a Rent Agreement was executed on a stamp paper of Rs.500/- and notarized wherein the photograph of the Applicant/Petitioner along with his signature appears. As indicated above, the Competent Authority by order dated 13/01/2015 had directed the Respondent No. 4 to pay penalty and deficit stamp duty. The said document accordingly came to be properly stamped by paying the deficit stamp duty. The Revisionary Authority on the ground that the Applicant had over stayed beyond the license period held that no relief could be granted to the Applicant in the Revision Application. The Revisionary Authority also adverted to the fact that in spite of receiving summons, the Petitioner i.e. the Licensee did not remain present before the Competent Authority as also he has not complied with the directions issued to hand over the possession to the Applicant and pay the arrears of license fees. The Revisionary Authority accordingly dismissed the Revision Application.

The learned counsel for the Petitioner sought to reiterate the case of the Petitioner that he has ownership rights in the said premises which he has acquired by paying consideration and that the Leave and License Agreement is a got up document.

4 It seems that the Petitioner has filed a Suit based on title. If that be so, the said suit would be tried on its own merits and in accordance with law uninfluenced by the orders passed by the Competent Authority as well as the Revisionary Authority. However, in so far as the concurrent orders passed by the Authorities below are concerned, having regard to the material on record which has been adverted to hereinabove, no fault can be found with the said orders. Hence no interference with the same is called for in the writ jurisdiction of this Court. The above Writ Petition is accordingly dismissed.

5 At this stage, the learned counsel for the Petitioner prays for stay of the instant order. In the facts and circumstances of the present case, especially having regard to the fact that the license period is already over long back, the instant order is stayed for a period of 4 weeks from date.

[R.M.SAVANT, J]