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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 2912 OF 2022**

Vispi Dhunjishaw Fanibanda Petitioner.
V/s
State of Maharashtra and Ors. Respondents.

Mr. Sarosh Damania a/w Nishank Borolia and Chaitrali Pai for the
Petitioner.

Mr. Agnel Correiro a/w Vaibhav Shah i/b Mulla and Mulla & CBC for
Respondent Nos. 2, 4 to 9.

CORAM: NITIN W. SAMBRE, J.

DATE: JULY 11, 2022

P.C.:-

1] Petitioner-licensee entered into leave and license agreement on 7/2/2012 for 33 months. Said license stood expired on 6/10/2014. In absence of fresh leave and license agreement, eviction proceedings under Section 24 of the Maharashtra Rent Control Act were taken out which were answered against the Petitioner vide order impugned dated 18/10/2021 which is confirmed in an appeal preferred under Section 44 of the said Act vide order impugned dated 11/2/2022.

2] Contention is, post 6/10/2014 i.e. the date on which license has expired, Petitioner remained in permissive possession. According to him, Respondents -licensors acquiescence themselves about such right of the Petitioner in the suit property, continued him as tenant and not

licensee. That being so, Section 24 of the Rent Control Act is not attracted. So as to justify the said claim, he has drawn support from enhanced leave and license fee recovered from the Petitioner and also the object behind the cause for which premises were given to the Petitioner i.e. being a member of particular minority community to which the Trust belongs. He would urge that Petitioner is very much in need of the premises and intention of the Respondents to permit the Petitioner to occupy the suit premises beyond the period of license can be gathered from Resolution passed by the Respondents in a meeting which was held on 23/8/2018.

3] Prayer is opposed by the Counsel for the Respondents. According to him, license period has already expired on 6/10/2014 and status of the Petitioner is that of licensee holding over. He would urge that both the authorities have concurrently held that the Petitioner is not entitled for protection as is claimed pursuant to the provisions of the Maharashtra Rent Control Act.

4] I have appreciated the aforesaid submissions.

5] It is admitted fact that parties hereto entered into leave and license agreement which commences from 7/2/2012 and expires on 6/10/2014. Subsequent thereto, Petitioner has failed to bring any evidence on record to infer that said license period was mutually extended but for baseless claim of the Petitioner. Though support has been drawn from Resolution dated 23/8/2018 to justify the above

claim i.e. intention of the Respondents to extend the license period, contents in the said Resolution cannot be read in isolation and out of context as argued by Counsel for the Petitioner. Rather subject which fell for consideration in the meeting dated 23/8/2018 of the Respondents-Trust was in relation to initiation of eviction proceedings against the Petitioner. Reference to the date of expiry of license agreement and such other issues relevant for taking decision were discussed in the said meeting. Merely because Petitioner continued to deposit license fees post expiry of the leave and license agreement by itself will not give him leverage to claim that his license was extended as such claim is not recognized in law.

6] Both the authorities below have held that license period has expired on 6/10/2014 and the Petitioner was duty bound to surrender his possession thereof.

7] In this backdrop, no case for interference is made out. Petition as such fails and same stands dismissed.

8] Interim protection ordered by this court is continued for a period of four weeks.

(NITIN W. SAMBRE, J.)