



Harish

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.9016 OF 2023

Prakash Govind Kavthekar

...Petitioner

Versus

Competent Authority Rent Act

Konkan Division At Mumbai

...Respondent

Mr. Anand Jondhale, Adv. M. Jondhale & Ms. Rajnandini Jondhale
i/b Jondhale & Co. for the Petitioner through V.C.

Mr. Sujay Gawade, Ms. Sumedha Dhopate, Ms. Mudita Pawar i/b
Shree & Co. for the Respondent.

CORAM : SHARMILA U. DESHMUKH, J.

DATE : OCTOBER 27, 2023

P. C. :

1. Heard.

2. The challenge in the Petition is to the order dated 9th May, 2023 directing the Petitioner to handover vacant and peaceful possession of the licensed premises within a period of 30 days from the date of order and further direction to pay damages at the rate of Rs. 1,57,500/- per month from 1st October, 2022 till handing-over the vacant possession of the licensed premises.

3. Learned counsel appearing for the Petitioner submits that, the

Competent Authority does not have the jurisdiction under the provisions of Section 24 of the Maharashtra Rent Control Act inasmuch as, the licensed premises were not given for residential purpose but for the purpose of running a business. He points out clause No. 14 of the Leave and License Agreement and submits that the premises were to be used for the purpose of carrying out the business of panchkarma.

4. *Per contra*, learned counsel appearing for the Respondent has pointed out that, the licensed premises is a residential house located in a residential area and clause No. 6 of the Leave and License Agreement which deals with the use of the premises restricts the use only for residential purpose.

5. I have considered the submissions and perused the Leave and License Agreement.

6. The admitted position is that, upon expiry of the Leave and License Agreement, the Petitioner has not vacated the premises and continued to reside without payment of any compensation. Perusal of clause No. 6 of the Leave and License Agreement indicates that, the licensed premises were given for residential purpose. The reliance placed on clause No. 14 which is a miscellaneous clause cannot come to the assistance of the Petitioner to deny the jurisdiction of the Competent Authority to entertain the application under Section 24 of the Maharashtra Rent

Control Act.

7. The other submission canvassed by the learned counsel appearing for the Petitioner is that, he is ready to vacate the premises provided damages of Rs. 1,57,500/- per month awarded by the Competent Authority are waived. I see no reason to waive the damages which has been rightly imposed by the Competent Authority. This Court is informed that the execution proceedings are pending and due to the pendency of the Petition, the same could not be proceeded.

8. Apart from the jurisdictional issue, there is no other issue which is canvassed for consideration of this Court. For the forgoing reasons, there is no merit in the Petition. Petition stands dismissed.

(SHARMILA U. DESHMUKH, J.)