

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 3671 OF 2024

Pratap Ramchandra Daule

..... Petitioner

VERSUS

Rita Pankaj Bhatt & Ors.

..... Respondents

Mr.Pratap R. Daule Petitioner present in person.

Mr.Prerak A. Sharma a/w. Mr.Nihir U. Dedhia for the Respondent no.1.

Mr.Kartik Shah, Son-in-law of the Respondent no.1 is present in Court.

CORAM: RAJESH S. PATIL, J.

DATE : 5 APRIL, 2024

P.C. :-

The petitioner in the present case is claiming to be a licensee of the respondent no.1. There was a leave and licence agreement entered into between the parties wherein the licence fee was Rs.16,500/- per month. The licence period was to expire on 31 May, 2019.

2. It is the case of the petitioner that thereafter it was agreed that the licence period be extended by 22 months. The said fact about licence period being extended by 22 months has not been accepted by the counsel appearing for the respondent no.1. He submits that after the licence period was over, the application under section 24 of the Maharashtra Rent Control Act was filed before the Competent Authority. He submitted that the petitioner appeared before the Competent Authority and filed an application for granting of leave to defend. He submitted that the said application for leave to defend was rejected and thereafter the eviction application itself was decided and the petitioner was directed to vacate the suit premises and pay the licence fees as per the provisions of section 24(2). He submitted that the said order passed by the Competent Authority was challenged before the Commissioner, Konkan Division. The said application was also rejected. Therefore, the present writ petitioner is filed before this Court. He submits that as of today, the outstanding amount is Rs.4,94,000/-.

3. It is an admitted fact that on 7 August, 2021, the possession of the suit premises has been handed over to the respondent no.1/licensor. Hence, in the present matter, the only issue is about payment of damages as per the order passed by the Competent Authority.

4. This Court tried to grant certain concession to the petitioner as the respondent no.1's advocate was ready to give certain discount so that the matter can be amicably settled. However, Mr.Daule, petitioner was not ready to pay the amount as agreed by the respondent after discount and insisted that at the most he can pay Rs.1,50,000/- within reasonable period.

5. Mr.Sharma, learned counsel for the respondent no.1 on instructions from his client (son-in-law who is present in Court) submitted that the respondent no.1's husband had suffered cancer and during that period, they were in dire need of monies. However, the petitioner at that time refused to pay the outstanding amount. However, even today the respondent no.1

is ready to give discount and settle this matter for a sum of Rs.3,00,000/- without prejudice to the rights and contentions. However, Mr.Daule is not ready to offer anything above Rs.1,50,000/-.

6. I have considered the impugned order and I am not able to find any infirmity in the impugned order though on humanity ground, the respondent no.1 licensor was ready to waive off certain amounts. However, the petitioner is not ready to adhere to pay anything above Rs.1,50,000/-.

7. Hence, this writ petition is dismissed. No costs.

[RAJESH S. PATIL, J.]