

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 5070 OF 2024

Lambe Munaf Rehman & Anr.

..... Petitioners

VERSUS

Suhail Asif Halai

..... Respondent

Ms.N.B.Bhavsar i/b/ VK.Dubey Associates for the Petitioners.

Mr.J.K.Shah a/w. Mr.Govind Munde i/b. R.J.Law for the Respondent.

CORAM: RAJESH S. PATIL, J.

DATE : 4 APRIL, 2024

P.C. :-

This writ petition is filed by the licensees, who are the respondents in the eviction proceedings filed by the licensor before the Competent Authority under section 24 of the Maharashtra Rent Control Act.

2. By an order dated 30 October, 2023, the Competent Authority, Rent Control Act, Konkan Division passed an order in an eviction application filed under section 24 of the Maharashtra

Rent Control Act, by the licensor, thereby directing the licensees to hand over vacant and peaceful possession of the suit premises i.e. Flat No. 1201 situated on 12th Floor of a building known as Dolphin Tower Co-operative Housing Society, Jankalyan Nagar, Malad (West), Mumbai - 400 095. Further the licensees were also directed to pay the damages at the rate of Rs.60,000/- (Rs.30,000 x 2) from 1 October, 2022 till handing over the vacant possession of the suit premises.

3. The said order dated 30 October, 2023 is challenged before this Court under Article 227 of the Constitution of India. It is the case of Ms.Bhavsar that even today, the possession though is with the petitioners (original licensees), she has instructions from her clients that the licensees would be ready to vacant the flat if the licensor pays a sum of Rs.43,00,000/- to him, being the sum of Rs.18,00,000/- paid to the renovation of the suit premises and Rs.25,00,000/- paid to the licensor for the domestic help.

4. Mr. Shah, learned counsel appearing for the respondent

(licensor) submits that he is not admitting this case put up by Ms.Bhavsar. He submits that such case of the licensees of having paid certain monies to the licensor has not been proved before the Competent Authority, neither any suit has been filed to that regard. He submits that the executing court has kept the matter for further orders on 13 May, 2024. He submits that the present writ petition in any case is not maintainable.

5. I have gone through the impugned order passed by the Competent Authority on 30 October, 2023. The present writ petition is filed only on 13 March, 2024.

6. Though today the submission was made by the petitioners/licensees that they are ready to vacate the suit premises if the licensor pays them Rs.43,00,000/- to them, there is no denial that the leave and licence agreement was signed by both the parties and the said leave and licence was a registered document. The period of leave and licence agreement expired on 30 September, 2022. And even then admittedly, the licensees

have not vacated the suit flat. Leave to defend filed by the licensees was rejected by the Competent Authority.

7. According to me, no case is made out by the petitioners/licensees to interfere with the findings recorded by the Competent Authority.

8. Writ petition is dismissed. No costs.

[RAJESH S. PATIL, J.]