

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.15946 OF 2023

Jeevraj Devanand Parab ... Petitioner

V/s.

Additional Commissioner Konkan
Division and Anr ... Respondents

Mr. Roopesh Jaiswal I.b Jaiswal & Associates, Advocate for the
Petitioner.

Mr. Vaibhav Jagdale, Advocate for Respondent No.2.

CORAM : RAJESH S. PATIL, J.

DATED : 2 JANUARY 2024

PC.:

1. This Writ Petition is filed by a licensee under leave and license agreement executed on 11 March 2019.
2. The license period as per the registered leave and license agreement, for a residential flat of 1000 sq.ft in Kandvali area, was for a period of 4 March 2019 till 3 February 2020, at the rate of Rs.21,000/- per month as license fee. A security deposit of Rs.50,000/- was to be paid by the licensee to the licensor.
3. There is no dispute that security amount of Rs.50,000/- was deposited with the licensor. However, it is the case of the licensor that thereafter, the licensee defaulted in payment of monthly license fees. Therefore eviction application under Section 24 of

Maharashtra Rent Control Act was filed by the licensor.

4. The Petitioner (licensee), thereafter filed an application for leave to defend. The licensor filed its reply to the application for leave to defend, thereby opposing the same.

5. By its Order dated 19 June 2023. The competent authority thereafter, hearing the main eviction application allowed the eviction application, thereby directing the petitioner to vacate the suit flat. It was also directed to the petitioner to pay damages at the rate of Rs.42,000/- per month from 4 February 2020, till the date of handing over possession. The petitioner thereafter filed revision application before the Additional Commissioner, Konkan Bhawan.

6. The Revision Application was heard by Additional Commissioner, Konkan Bhawan and by its Order dated 26 October, 2023. The Revision Application of the petitioner was rejected, and the Order passed by competent authority was confirmed. It is an admitted part that even today the petitioner has not vacated the suit flat, therefore, according to me, the petitioner would be liable to pay double the amount of the license fees per month i.e. Rs.42,000/- per month.

7. Mr. Jaiswal submitted that during the license period i.e. from 4 March 2019 till 3 February 2020, the petitioner had paid the license fees by cash to the licensor, and further after the license period, till July 2022, the amount was paid at the rate of Rs.21,000/- per month by cash and thereafter, there was communication for settlement between the parties therefore, the

petitioner has not paid any amount after July 2022.

8. Mr. Jagdale appearing for the lisensor respondent no.2, informs this Court that infact part from Rs. 50,000/- paid by way of deposit only, a sum of Rs. 1,00,000/- was paid by cheque, and no other amount has been paid by the petitioner / licensee. Therefore, he submits that the execution process would proceed on 9 January, 2020. He submitted that there is no merit in this petition and therefore, the present writ petition should be dismissed.

9. I have gone through the both the impugned orders, admitted the license period is over. And admitting after July 2022 license fees are not paid. So also the earlier period before July 2022 about payment by cash, is not proved by the licensee. No case is made out by the petitioner to entertain this Writ Petition.

10. This Writ Petition is dismissed. No costs.

(RAJESH S. PATIL, J.)