

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

WRIT PETITION NO.2204 OF 2024

Kishan Pal Singh

....Petitioner

V/S

Competent Authority

Rent Control Act

Law Court Kokan Division & Ors.

....Respondents

WITH

WRIT PETITION (STAMP) NO.7570 OF 2024

Kishan Pal Singh

....Petitioner

V/S

Competent Authority

Rent Control Act

Law Court Kokan Division & Ors.

....Respondents

Dr. Uday Warunjikar i/b Mr. Siddhesh Pilankar *for the Petitioner.*

Mr. Y.D. Patil, AGP *for Respondent/ Nos.1, 2 and 4-State.*

Mr. Premanand Torane with Mr. Sachin R. Geyle, Mr. Hemant Sarode *for Respondent No.3.*

CORAM: SANDEEP V. MARNE, J.

DATE : 12 AUGUST 2024.

P.C.:

1 These Petitions arise out of challenge raised by the Petitioner-Licensee to the orders passed by the Competent Authority rejecting leave to defend as well as directing his eviction from the application premises with further direction to

pay damages at the rate of Rs.24,000/- per month from 14 September 2019 till handing over possession of the application premises.

2 I have heard Dr. Warunjikar, the learned counsel appearing for Petitioner and Mr. Torane, the learned counsel appearing for Respondent No.3-Lincensor.

3 Having considered the submissions canvassed by the learned counsel appearing for parties, it appears that the case of the Petitioner is that he was the owner in respect of the application premises. That the Petitioner gifted the application premises to his wife on 21 April 2018. Thereafter the wife executed a document in favour of Respondent No.3-Lincensor on 16 August 2018 and there is dispute amongst the parties about the nature of transaction that came to be executed on 16 August 2018. Petitioner believes the said transaction to be a mere mortgage under which the Petitioner was supposed to repay the amount paid by Respondent No.3-Lincensor. On the contrary Respondent No.3- Lincensor claims that the said transaction is of sale and accordingly my attention was invited to the original Agreement for Sale dated 16 August 2018. Thereafter on 29 October 2018 Leave and License Agreement came to be executed by Respondent No.3-Lincensor in favour of the Petitioner. There is no dispute to the position that such a Leave and License is executed between Petitioner and Respondent No.3. The license period has admittedly expired on 13 September 2019. The Petitioner is however holding on to possession of application premises on the ground that he has repaid amount of Rs.40,30,000/- to Respondent No.3 and accordingly the title in respect of the

application premises continues to vest in him. It appears that the Petitioner has already adopted the remedy of filing civil suit for declaration of the title in respect of the application premises and the said suit is pending. In the above factual background, the Competent Authority proceeded to reject leave to defend by order dated 2 September 2022 and thereafter passed the eviction order dated 20 March 2023. The eviction order has been confirmed by the Revisional Authority.

4 The remit of enquiry before the Competent Authority is limited. Once execution of License Agreement is admitted and license period has expired on 13 September 2019, the Licensee has to vacate the premises. Even though Petitioner claims title in respect of the application premises, there is no doubt to the position that his entry in to the premises is premised on the License Agreement dated 29 October 2018. Petitioner can always pursue his remedy in respect of the declaration that is sought in the civil Suit. However during pendency of the said suit, Petitioner cannot hold on to possession of the premises after expiry of license on 13 September 2019. I therefore do not see any glaring error in the orders passed by the Competent Authority and Revisional Authority. Writ Petitions are accordingly **rejected**.

(SANDEEP V. MARNE, J.)

5 After the order is pronounced, Dr. Warunjikar would pray for stay of the order for a period of eight weeks. However it is observed that by order dated

16 February 2024, Petitioner was directed to pay amount of Rs.6,50,000/- (50% of the total compensation due) within one week from 16 February 2024. However the said amount has not been paid by the Petitioner. The order was passed with a view to verify bonafides of the Petitioner for entertaining Writ Petition No.2204 of 2024. Considering the conduct of the Petitioner, request for stay is rejected.

(SANDEEP V. MARNE, J.)

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signed by
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KATKAM
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