

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

**WRIT PETITION NO. 7790 OF 2024**

Mehrunnisa Abdul Ajij Khan

**....Petitioner**

**: Versus :**

The Competent Authority, Konkan  
Division, Mumbai and Ors.

**....Respondents**

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**Ms. Prajakta Deshmukh** i/by. *Mr. Sayed M.M. Bukhari, for the Petitioner.*

**Mr. Yuvraj D. Patil**, AGP for Respondent Nos.1 and 2-State.

**Mr. Ishan S. Srivastava**, for Respondent Nos.3 and 4.

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**CORAM : SANDEEP V. MARNE, J.**

**Date : 25 September 2024.**

**P.C. :**

1) The petition challenges order dated 18 December 2023 passed by the Additional Divisional Commissioner, Konkan Division refusing to condone the delay of 38 days in filing the revision against eviction order dated 24 May 2023 passed by the Competent Authority.

2) While in ordinary circumstances, the limited issue that needs to be decided in the present case is about correctness of the order passed by the Additional Divisional Commissioner in refusing to condone the delay of 38 days in filing the Revision, in my view, the Petitioner otherwise does not have any case to hold on to the possession of the application premises on account of the tenure of the license expiring on 22 October 2021. The only point that is raised by the Petitioner is execution of Memorandum of Understanding (**MOU**) under which the Licensor allegedly agreed to sell the premises in favour of the Petitioner and that in pursuance of the said MOU, consideration of Rs.9,10,000/- was paid by the Petitioner to the

licensor. This Court has repeatedly held that the limited remit of enquiry before the Competent Authority under sub-section (1) of Section 24 of the Maharashtra Rent Control Act, 1999 is the currency or expiry of the license. The Competent Authority does not have jurisdiction to go into the issue of validity of Agreement for sale/MOU executed between the parties, nor the Competent Authority can confer title in respect of the application premises on the Petitioner by directing specific performance of such Agreement/MOU. Petitioner will have to adopt necessary remedy before the appropriate Court of law seeking either specific performance of the MOU or return of consideration, with or without damages. So far as the Leave & License Agreement is concerned, the tenure thereof has expired on 22 October 2021. The entry of the Petitioner in the premises is clearly attributable to execution of the License Agreement. Therefore upon expiry of the license, the Petitioner is duty bound to vacate possession of the premises. Mere execution of MOU during currency of the License Agreement is not a ground for latching on to the possession of the application premises. The eviction order passed by the Competent Authority does not suffer from any error. Therefore, no purpose would be served in condoning the delay and relegating the Petitioner to the remedy of revision before the Additional Divisional Commissioner. The Writ Petition is accordingly **rejected**.

3) The Respondent is permitted to withdraw the amount deposited by the Petitioner in this Court alongwith accrued interest.

4) Considering the facts and circumstances of the present case, Petitioner is granted time upto 31 October 2024 to vacate the premises.

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**[SANDEEP V. MARNE, J.]**