

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

WRIT PETITION NO. 8778 OF 2024

WITH

INTERIM APPLICATION NO. 9795 OF 2024

Kiran Rajesh Wadhwan

....Petitioner

: Versus :

Vijay Kumar D'souza

....Respondent

Mr. Abhishek Upadhyay, for the Petitioner.

Mr. Anand Gandhi a/w. Mr. Ashutosh Desai, for the Respondent.

Mr. Hasanuddin Ansari, for the Intervenor.

CORAM : SANDEEP V. MARNE, J.

Dated : 26 June 2024.

P.C. :

1) By this petition, Petitioner challenges order dated 27 March 2024 passed by the Additional Divisional Commissioner, Konkan Division rejecting the Revision Application preferred by the Petitioner against the order dated 14 December 2023 passed by the Competent Authority.

2) I have heard the learned counsel appearing for the Petitioner and the learned counsel appearing for the Respondent-licensor. A Leave and License Agreement dated 13 July 2022 was executed between the parties for a period of 24 months commencing from 8 June 2022 and ending on 7 June

2024. Petitioner paid security deposit of Rs.3,00,000/- to the Respondent and agreed to pay license fees of Rs.95,000/- per month for the first 12 months and Rs.99,750/- per month for the next 12 months. According to the learned counsel appearing for the Respondents, Petitioner paid license fees only for 3 months i.e. for June, July and August, 2022 and is in arrears of license fees from September 2022 onwards. This position is not seriously disputed by the learned counsel appearing for the Petitioner. It appears that by termination notice dated 6 January 2023, the license came to be terminated. Even otherwise, the period of license has come to an end by efflux of time on 7 June 2024.

3) I am therefore of the view that no case is made out for interference in the orders passed by the Competent Authority and the Revisionary Authority.

4) At this stage, Mr. Ansari, would submit that an Interim Application has been filed seeking intervention in the petition. It is contended that the Intervenor had agreed to purchase the premises in the year 2016 and that the Intervenor has been put in possession of the suit premises since the year 2016. This is disputed by the Respondent-Licensor. In my view, the alleged rights of the Intervenor cannot be adjudicated in the present petition. It is for the Intervenor to adopt necessary proceedings in the event any agreement was executed with him for sale of the premises.

5) I therefore do not find any reason to interfere in the impugned orders. The Writ Petition is accordingly **rejected**. Interim Application also stands disposed of.

6) After the order is pronounced, the learned counsel appearing for the Petitioner seeks one week's time to vacate the premises. He submits that due to the financial position, the license fees have not been paid by the Petitioner. That Petitioner is residing in the suit premises alongwith her four dogs and needs reasonable time to search the alternate premises. After taking instructions from the Petitioner, he makes a statement that on/or before 2 July 2024, the Petitioner shall handover possession of the suit premises to the Respondent-Licenser. The statement is accepted as an Undertaking given to this Court. Accordingly, the Petitioner is permitted to occupy the premises till 2 July 2024 without modifying any of the terms of the order passed by the Competent Authority.

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[SANDEEP V. MARNE, J.]