

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

WRIT PETITION NO.12963 OF 2024

Khan Shabnam Umar

....Petitioner

V/s.

The State of Maharashtra and Ors.

....Respondents

Mr. Jagdish S. Singh *for the Petitioner.*

Ms Savita Prabhune, *AGP for Respondent -State.*

Mr. Ram Ugrah Singh *with Mr. Ankur Jain for Respondent No.3.*

CORAM : SANDEEP V. MARNE, J.

Dated : 18 September 2024.

P.C. :

1. Petition challenges order dated 16 July 2024 passed by the learned Additional Divisional Commissioner, Konkan Division in Revision Application No.196 of 2024 filed by the Petitioner. Revision Application was filed challenging order dated 20 October 2023 passed by the Competent Authority under the provisions of Section 24 of the Maharashtra Rent Control Act, 1999 (**the MRC Act**), allowing the eviction application filed by the Respondent and directing Petitioner to vacate the suit premises and to pay damages of Rs.16,000/- per month from 8 July 2020.

2. I have heard Mr. Jagdish Singh, the learned counsel appearing for the Petitioner and Mr. Ram Singh, the learned counsel appearing for Respondent No.3/Licensor. Having considered the submissions canvassed by the learned counsel appearing for the

parties, it is seen that Leave and License Agreement is executed on 8 August 2019 granting license in favour of the Petitioner for the period from 8 August 2019 to 7 July 2020. The Leave and License Agreement has been registered. In the previous eviction proceedings Petitioner attempted to disown execution of the Leave and License Agreement contending that some unknown person had taken her signature, photograph and thumb impression by misrepresenting her. However, even in the said written statement, there is no averment that Petitioner is the owner in respect of the suit premises. More importantly, in the Revision Application filed before the Revisional Authority Petitioner has not disputed execution of the Leave and License Agreement. Mere creation of dispute by Petitioner about execution of License Agreement is not sufficient and she will have to justify her entry in the Suit Premises sans the License Agreement.

3. The other grievance sought to be raised by the Petitioner is about service of summons in respect of the Eviction Application No.13 of 2023. Though it is sought to be canvassed before me that Petitioner was not served with summons in said Eviction Application No.13 of 2023 no averment to that effect is incorporated in the Revision Application. To make things worst for Petitioner, copy of summons issued by the Superintendent, Rent Control Act on 17 February 2023 is placed on record by the Licensor. The said summons dated 17 February 2023 was dispatched to the Petitioner by Registered Post Acknowledgment Due (RPAD) on 28 February 2023. The packet containing the summons has been delivered by the postman to the Respondent No.1 on 1 March 2023. Postal tracking report in this regard is also placed on record. Thus, there appears to be clear evidence of service of summons on the Petitioner coupled with absence of any specific averment in the

Revision Application about non-service of suit summons. In my view therefore, the Competent Authority has rightly recorded in the order dated 20 October 2023 that summons was served upon the Petitioner and that she failed to appear before the Competent Authority. Petitioner thus, did not avail the opportunity of appearing before the Competent Authority by seeking leave to defend the application.

4. Since Petitioner does not dispute her signature on the License Agreement nor has she contended anywhere that she is owner in respect of the suit premises, her entry into the premises is clearly linked to the License Agreement. In proceedings under Section 24 of the MRC Act, it is not necessary for the Licensor to prove his ownership in respect of the premises. Petitioner has not been able to prove before the Competent Authority, Revisional Authority and even before this Court that she is the actual owner in respect of the suit premises. Therefore, mere expression of doubts about the manner of execution of License Agreement would not take the case of the Petitioner any further so long as her entry in the suit premises is clearly linked to the License Agreement. So far as the point of suppression of dismissal of previous eviction proceedings by the Respondent- Licensor is concerned, it appears that said proceedings were not decided on merits. In any case, Petitioner did not plead before the Competent Authority about dismissal of the previous proceedings for non-prosecution. Despite expiry of License Agreement, Petitioner continues in possession of the premises.

5. In my view since the entry of the Petitioner in the suit premises is clearly linked to Leave and License Agreement, the Petitioner cannot continue to hold possession of the suit premises despite expiry of the License Agreement on 7 July 2020. No serious

error therefore can be traced in the order passed by the Competent Authority and the Revisional Authority. Writ Petition is accordingly **rejected.**

[SANDEEP V. MARNE, J.]