

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CIVIL APPELLATE JURISDICTION****WRIT PETITION NO. 13099 OF 2024****Chima Mahadu Kamble****....Petitioner****V/s.****Radhika Rajan Goyal and Ors.****....Respondents**

Mr. Prakash N. Wagh, for the Petitioner.**Mr. Abhijeet Joshi a/w Ms. Leena R. Sawant, for the
Respondent No.1.****Ms. P. J. Gavhane, AGP for Respondent Nos.2 and 3-State.**

CORAM : SANDEEP V. MARNE, J.**Date : 20 SEPTEMBER 2024.****P.C. :**

1) The Petition challenges order dated 9 July 2024 passed by the Additional Divisional Commissioner, Konkan Division rejecting the Revision Application No.319 of 2024 and confirming the order dated 15 April 2024 passed by the Competent Authority by which Eviction Application No. 99 of 2022 filed by the Respondent has been allowed directing the Petitioner to handover possession of the application premises to the Respondent in addition to direction for payment of damages @ Rs. 16,000/- per month from 5 May 2022.

2) I have heard Mr. Wagh, the learned counsel appearing for the Petitioner and Mr. Joshi, the learned counsel appearing for Respondent No.1.

3) After having considered the submissions canvassed by the learned counsel appearing for parties, it is clear that execution of the license agreement dated 5 May 2015 is not under dispute. The entry of Petitioner in the application premises is attributable only to the said license agreement. The tenure of license was from 5 May 2015 to 5 April 2016. Petitioner claims that Respondent No.1 agreed to sell the application premises to him and in respect of the said transaction a Bayana Pawati came to be executed on 7 November 2016 under which Petitioner paid an amount of Rs. 1,00,000/- to Respondent No.1 out of the agreed consideration of Rs. 50,00,000/-. Mr. Wagh would submit that in addition to Rs.1,00,000/- paid through bank transaction, Petitioner has also paid additional amount of Rs.9,00,000/- to the Respondent No.1 in cash. In my view, the alleged transaction of sale of the premises has absolutely no connection with the license agreement dated 5 May 2015. If indeed there is any agreement for sell of the flat in favour of the Petitioner, Petitioner would be at liberty to adopt appropriate proceedings. Mr. Wagh would submit that Petitioner has already instituted suit for specific performance of the Bayana Pawati. So far as the eviction of Petitioner under provisions of Section 24 of the Maharashtra Rent Control Act, 1999 is concerned, since entry of the Petitioner in the application premises is attributable solely to the license agreement,

Petitioner is under obligation to vacate the premises immediately upon expiry of the license. In the limited inquiry before the Competent Authority, the alleged transaction of purchase of the premises between the parties would be outside the scope of jurisdiction of the Competent Authority. The limited remit of inquiry before the Competent Authority is only to examine whether the license agreement has been executed between the parties or not and whether the tenure of license has expired. In my view therefore, the Competent Authority has rightly directed eviction of the Petitioner and the Revisional Authority has rightly dismissed the Revision Application.

4) As observed above the Petitioner would be free to exercise remedy with regard to specific performance of Bayana Pawati in Court of competent jurisdiction.

5) Writ Petition is accordingly rejected.

[SANDEEP V. MARNE, J.]

Digitally signed
by GAYATRI
RAJENDRA
SHIMPI
Date:
2024.09.21
10:46:19 +0530