

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

WRIT PETITION NO.13367 OF 2024

Vishal Harish Sharma

...Petitioner

Versus

1. Manoj Kumar Dodeja

2. Sanjana Manoj Kumar Dodeja

...Respondents

Mr. Vishal Pattabiraman with Mr. Dhruv B. Jain for the
Petitioner.

Mr. Ankit Lohia with Ms. Aditi Bhat and Ms. Tanvi Shah i/b.
Mr. Asadali Mazgoanwala for Respondents.

CORAM : SANDEEP V. MARNE, J.

Dated : 21 November 2024.

Judgment:

1) **Rule.** Rule is made returnable forthwith. With the consent of the learned counsel appearing for the parties, the Petition is taken up for final disposal.

2) Petitioner challenges order dated 1 April 2024 passed by the Competent Authority rejecting Application seeking leave to defend as well as order dated 2 April 2024 passed by the Competent Authority in Eviction Application No.236 of 2023 directing the Petitioner to handover possession of the licensed premises to the Licensor with further directions to pay damages

at the rate of double the amount of license fees. Petitioner also challenges order dated 30 July 2024 passed by the Additional Divisional Commissioner, Konkan Division, in Revision Application No. 321 of 2024 rejecting the Revision preferred by the Petitioner against the eviction order passed by the Competent Authority.

3) The facts of the case, in brief, are that Respondents are owners of Flat No.B-3803, 38th floor, in building known as 'Lodha Kiara' situated in Lodha Park, Worli, Mumbai- 400 018, together with two car parking spaces (**licensed premises**). Respondents granted license in respect of the licensed premises in favour of Petitioner vide registered Leave and License Agreement dated 29 August 2022 for a period of 36 months commencing from 31 August 2022 and ending on 30 August 2025. The monthly license fees was agreed at Rs.2,10,000/- per month, which was to escalate by 5% to Rs.2,20,500/- for second term of 12 months and further escalate by 5% to Rs.2,31,525/- for third term of 12 months. Petitioner paid interest free security deposit of Rs.6,30,000/- to the Respondents /Licensor, refundable against delivery of possession of the licensed premises. According to the Petitioner, all residents of complex of Lodha Park are required to use 'MyLodha App' to manage logistics and for granting ingress and egress to visitors /staff/ vendors, etc. That the Licensees are granted access to the said App by the Licensor, who ultimately controlled Licensees' access to the said App. It is Petitioner's case that the Licensor illegally discontinued the access of the Petitioner and his family

members to the said App in November -2023 thereby creating obstruction and hardship to them in respect of the essential supplies.

4) According to Respondents, they terminated the license as per Clause 27 of the License Agreement by notice sent through Email and WhatsApp on 2 September 2023 and called upon the Petitioner to deliver possession of the suit premises within a period of two months. According to Respondents they further served Advocate notice dated 10 October 2023 to the Respondent once again calling them upon to vacate the premises on or before 1 November 2023.

5) Respondents filed Eviction Application No.236 of 2023 before the Competent Authority under the provisions of Section 24(1) of the Maharashtra Rent Control Act, 1999 (**MRC Act**) against Petitioner for his eviction. According to the Petitioner he was not served with summons in the Eviction Application and that he learnt about the said eviction proceedings on or about 4 March 2024 from his neighbour and obtained certified copy of the Eviction Application. Petitioner appeared through his Advocate before the Competent Authority on 15 March 2024 and filed Application seeking time to apply for leave to defend on 15 March 2024. However, the Competent Authority rejected the Application observing that notice was duly served on the Petitioner on 2 December 2023, which was refused by him and that period of 30 days as provided under Section 43 of the MRC Act had expired. Petitioner thereafter filed Application on 20

March 2024 seeking leave to defend, which has been rejected by the Competent Authority by making an endorsement dated 1 April 2024 to the effect that the Application was filed after a period of 30 days from the date of service of notice. Order dated 1 April 2024 refusing leave to defend is subject matter of challenge in the present Petition.

6) The Competent Authority thereafter proceeded to pass order dated 2 April 2024 allowing Eviction Application No.236 of 2023 directing the Petitioner to vacate possession of the licensed premises within a period of 30 days with further directions to pay damages to the Respondents @ of Rs.4,41,000/- per month (Rs.2,20,500 x 2 = 4, 41,000) from 2 November 2023 till handing over possession of the premises. Petitioner filed Revision under provisions of Section 44 of the MRC Act before the Additional Divisional Commissioner, Konkan Division, challenging the eviction order dated 2 April 2024. It appears that when the Revision Application came up for hearing before the Revisional Authority, Petitioner did not remain present for hearing and accordingly the Revisional Authority proceeded to dismiss the Revision Application by order dated 30 July 2024, which is also subject matter of challenge in the present Petition.

7) Mr. Pattabiraman, the learned counsel appearing for the Petitioner would submit that the impugned eviction order dated 2 April 2024 was passed by erroneously rejecting Petitioner's Application for grant of leave to defend. He would invite my attention to the provisions of Section 43 of the MRC Act in

support of his contention that the summons is required to be served by Registered Post Acknowledgment Due (RPAD) and is only when the registered article containing summons is received back with an endorsement made by postal employee to the effect that licensee has refused to take delivery of the same, that the Competent Authority can proceed to hear and decide the Application. That in the present case, Petitioner did not receive any summons /notice in respect of the Eviction Application. He would rely upon Application made by Respondents for issuance of fresh summons on 12 December 2023 to drive home the point that there is an admission on the part of the Respondents about non-service of summons to the Petitioner. He would contest the correctness of endorsement on the postal tracking report regarding service of intimation submitting that Petitioner never received any intimation in respect of the suit summons/ notice. He would submit that in absence of service of summons /notice, Competent Authority erroneously rejected Application for leave to defend on the ground that period of 30 days had expired. He would submit that considering the admission of Respondents about need for issuance of fresh summons, the Competent Authority could not have rejected application for leave to defend.

8) Mr. Pattabiraman would therefore submit that impugned eviction order is passed in violation of principles of natural justice and that therefore, remand of the eviction proceedings is warranted for grant of opportunity of defence to the Petitioner. That Petitioner has several plausible defences to oppose the Eviction Application. That the Eviction Application was filed by

relying upon fraudulent document in the form of Power of Attorney, copy whereof does not match with the copy of Power of Attorney appended to the registered Leave and License Agreement. That for act of forgery and perjury committed by Respondents, Petitioner has filed Application for initiation of action under Section 340 of the Code of Criminal Procedure, 1973 against the Respondents in addition to lodging of complaint with the police. Mr. Pattabiraman would further submit that Revisional Authority has erred in proceeding to decide the Revision Application without grant of any intimation to the Petitioner about the date fixed for hearing of the Revision. That Revision is also decided in absence of grant of opportunity to the Petitioner. Mr. Pattabiraman would further submit that Petitioner is in unlawful possession of the licensed premises since the Agreement permits him to occupy the same till 30 August 2025. That the Petitioner was diligently paying license fees in respect of the premises to the Respondents till October 2023 and Respondents illegally disturbed access to the Petitioner to MyLodha App thereby virtually cutting ingress and egress to the visitors to the licensed premises. That use and occupation of the licensed premises by Petitioner is severely affected on account of non-delivery of essential items as well as non-access to various amenities in the building. He would therefore submit that Respondents are not entitled to payment of 100% license fees agreed under the Agreement after November-2023, whereas the Competent Authority has awarded compensation at double the amount of license fees (Rs. 4,41,000/- per month) even though Petitioner and his family

members are prevented from enjoying all the facilities attached to the licensed premises. He would therefore pray for setting aside the impugned eviction order.

9) The Petition is opposed by Mr. Lohiya, the learned counsel appearing for the Respondents /Licensors submitting that the Respondents have validly terminated the License Agreement in pursuance of Clause 27 thereof by issuing two months' notice in advance to Respondents after expiry of the locking period. That the termination notice is duly received by Petitioner, who illegally refused to vacate the licensed premises, which has led to filing of Eviction Application by the Respondents. So far as service of summons/ notice of eviction proceedings is concerned, he would rely upon Postal Tracking Report evidencing delivery of intimation after the door was found locked. He would submit that failure to claim registered article amounts to valid service and would rely upon judgment of this Court in ***Jenjon Retail and Services Pvt. Ltd. Vs. Lavasa Corporation Ltd.***¹ and ***Crown Worldwide Holdings Ltd. & Anr. Vs. Crown Relocations Movers and Packers***². He would therefore submit that the Competent Authority has rightly rejected the Application for leave to defend filed after statutory period of 30 days of service of summons /notice.

10) Mr. Lohiya would submit that the objections to the genuineness of Power of Attorney were not pleaded in Application seeking leave to defend. That while raising

1. 2016 SCC OnLine Bom 5321

2 2016 SCC OnLine Bom 15503

objections to genuineness of Power of Attorney executed in favour of Wasim Saboowala, Petitioner has himself sought to serve and has served Wasim Saboowala with notices in the present Petition. He would submit that the Petitioner deliberately did not appear before the Competent Authority with a view to delay the eviction proceedings and adopted similar course of action before the Revisional Authority by not appearing in his own Revision Application. He would submit that Petitioner has violated interim order passed by this Court on 25 September 2024 by not depositing the entire arrears of license fees since November 2023 and while making the deposit in this Court, has illegally adjusted amount of security deposit despite holding onto possession of the licensed premises. He would submit that Respondents are in genuine need of licensed premises and Petitioner has been unauthorizedly occupying the same without even bothering to pay license fees from November -2023. He would pray for dismissal of the Petition.

11) Rival contentions of the parties now fall for my consideration.

12) The main issue that is sought to be urged by Petitioner is about non-service of notice /summons of eviction proceedings as provided for in Sub Section (3) of Section 43 of the MRC Act and erroneous rejection of Application for leave to defend on ground of expiry of period of 30 days from the date of service of summons /notice.

13) Respondents /Licensors granted license in favour of Petitioner in respect of licensed premises for a tenure of 36 months commencing from 21 August 2022 and ending on 30 August 2025. Under the License Agreement, there was a lock-in period of 12 months, within which it was impermissible for either of the parties to terminate the license. On expiry of period of 12 months it was lawful for either of the parties to terminate the Agreement by issuing prior notice of two months. Clause 27 of the License Agreement dated 29 August 2022 provides thus:-

27. That it is agreed by and between the parties that if any of the party shall desire to terminate this agreement, 2 month prior notice shall be given to the other party in writing to that effect. The said Notice can only be given after a period of 12 months of the commencement of this Agreement which 12 months shall be termed as Lock-In-Period and during the said 12 months Lock-In-Period neither of the parties hereto shall have the right to terminate this Agreement.

The Licensors can however, terminate the agreement even during the lock in period in the events of chronic delays in rental payment; cases of chronic rental payment cheque bouncing; chronic instances unacceptable behaviours; misuse of the Flat, i.e. Flat used not in accordance with the terms and conditions of this agreement; carrying out illegal activity; continuous flouting and or disregard of Society/building rules etc. the Licensors shall be at liberty to issue Notice to the Licensees for termination of the said Agreement.

However, the Licensors can issue notice to vacate the said Flat to the Licensees during the Lock-In-Period due to misconduct by the Licensees, non-performance of the terms and conditions of the said Agreement and any complaint from the members of the Society for causing annoyance / nuisance, the Licensors shall be at liberty to issue Notice to the Licensees for termination of the said Agreement.

14) Since the License commenced on 31 August 2022, the lock-

in period of 12 months came to an end on 30 August 2023. According to Respondents, they desired to use the licensed premises personally and issued notice of termination of the License Agreement on 2 September 2023. The notice dated 2 September 2023 called upon the Petitioner to vacate the licensed premises on 1 November 2023. The notice dated 2 September 2023 was sent through email dated 2 September 2023 to Petitioner on his email id- vhsharma1@gmail.com, runaalipawar@gmail.com. It is pleaded by Petitioner in paragraph 13 of the Petition that notice dated 2 September 2023 was not received by him. However, how email dispatched at his address vhsharma1@gamil.com would not be received by Petitioner is not explained in any manner. It is not his case that the said email id does not belong to him or was non-operational or inaccessible at the relevant time. Mr. Lohia has relied upon WhatsApp chat messages between the parties and the said chat would show that Respondent No.1 sent WhatsApp message to the Petitioner on 2 September 2023 at 12:34:40 a.m. calling upon Petitioner to vacate the licensed premises and attaching PDF copy of notice dated 2 September 2023. It is thus, more than apparent that notice dated 2 September 2023 was received by the Petitioner, who has made a false statement in paragraph 13 of the Petition about non-receipt of notice dated 2 September 2023. Conduct of the Petitioner in making false statement and affidavit in the Petition about non-service of notice dated 2 September 2023 is deprecated.

15) In my view therefore, Respondents validly terminated the

License Agreement by serving two months' prior notice on the Petitioner in terms of Clause 27 of the Leave and License Agreement.

16) So far as the issue of service of summons /notice of eviction proceedings is concerned, the Postal Tracking Report reflects the remark '*Item Onhold door Locked-Intimation Served*' on 24 November 2023 at 19.10 hours. Mr. Pattabiraman has attempted to question genuineness of the said entry reflected in Postal Tracking Report. He has relied upon endorsement '*Item Redirected to Delisle Road S.O. Insufficient Address*' made on 22 November 2023. He would also rely upon the remark '*Item Onhold Addressee cannot be located*' made on 23 November 2023. He would also highlight the position that the notice was first sought to be served through Worli Post Office and the same was not served on account of insufficient address and would question the remark made by Delisle Road Post Office about service of intimation on 24 November 2023. Mr. Lohiya has clarified the position by contending that the project- Lodha Park has two entrances, one from Lower Parel side and another from Worli side and that the developer of the project has always treated the same as being located in Worli area, which is a reason why License Agreement as well as Eviction Application address of the licensed premises is shown as Worli. He has further contended that it is the internal arrangement between Worli and Delisle Road Post Offices about service of posts in flats located in building Lodha Park project. I am in fully agreement with submissions of Mr. Lohiya. It

appears that packet containing the summons /notice was first received by Worli Post Office on account of Worli being mentioned in the address. However, since the posts meant for building in Lodha Park project are being delivered by Delisle Road Post Office, it appears that Worli Post Office redirected the article to Delisle Road Post Office and postman from Delisle Road Post Office attempted delivery on the Petitioner.

17) I do not find any reason to disbelieve the endorsement made by the Postman about '*Intimation served*' after the door of the premises were found locked. There is no reason for the postman to make a false endorsement. In any case, Respondents correctly mentioned address of the licensed premises in the Eviction Application, on which address the summons were issued. Since there is a postal remark about service of intimation, the summons is required to be treated as duly served. Reliance by Mr. Lohiya on judgment of this Court in ***Jenjon Retail and Services*** and ***Crown Worldwide Holdings Ltd.*** (supra) is apposite wherein it is held that unclaimed service amounts to good service.

18) Much is said about Application preferred by Respondents of 12 December 2023 for issuance of fresh summons. The Application reads thus:

1. That the Hon'ble competent authority was pleased to issue directions for the issuance of Summons against the Respondent in the above captioned matter.
2. That the said Summons was served upon the Respondents via RPAD(Consignment No.RM673013015IN) through this Hon'ble competent Authority and the same

was returned back to this Authority in preview of of "Door Locked Intimation Served". Hereto annexed and marked as Exhibit-"A-colly" original receipt and copy of track consignment report.

3. In lieu of the same, the said summons must be re-issued to enable the Applicants to serve upon the defendants through private service and also through email along with pasting in order to procure the presence of the Respondent before the Hon'ble Competent Authority.

4. It is therefore most respectfully prayed that the Hon'ble Competent Authority be pleased to issue fresh summons against the Respondent permitting the Applicants to serve the same through private service and also through email and through posting.

19. In my view, once an intimation was served on the Petitioner, the service was deemed to have been effected and it was not necessary for Respondents to apply for issuance of fresh summons. Respondents possibly applied for issuance of fresh summons in their zeal to ensure presence of Petitioner in the eviction proceedings, which is clear from the purpose stated in paragraph 3 of the Application. Therefore, merely because Application dated 12 December 2023 was preferred by Respondents for issuance of one more summons for effecting private service through email and pasting, it cannot be contended that there is any admission on the part of the Respondents that the earlier summons was not duly served. Therefore, mere filing of Application dated 12 December 2023 cannot be a reason to hold that Petitioner was not served with suit summons.

20. The Competent Authority has thus rightly rejected the Application for grant of leave to defend filed by Petitioner on 28

March 2024 under the provisions of Section 43 of the MRC Act on the ground that the said Application was required to be filed within a period of 30 days of service of summons. Section 43 of the Act provides thus:-

43. Special procedure for disposal of applications

(1) Every application by a landlord under this Chapter for the recovery of possession shall be accompanied by such fees as may be prescribed. The Competent Authority shall deal with the application in accordance with the procedure laid down in this section.

(2) The Competent Authority shall issue summons in relation to every application referred to in sub-section (2) in the form specified in Schedule III.

3) (a) The Competent Authority shall, in addition to, and simultaneously with; the issue of summons for service on the tenant or licensee, as the case may be, also direct the summons to be served by registered post, acknowledgment due, addressed to the tenant or the licensee or agent empowered by such tenant or licensee to accept the service at the place where the tenant or licensee or such agent actually and voluntarily resides or carries on business or personally works for gain;

(b) When an acknowledgment purporting to be signed by the tenant or licensee or their agent received by the Competent Authority or the registered article containing the summons is received back with an endorsement purporting to have been made by a postal employee to the effect that the tenant or licensee or their agent had refused to take delivery of the registered article, the Competent Authority may proceed to hear and decide the application as if there has been a valid service of summons.

(4) (a) The tenant or licensee on whom the summons is duly served in the ordinary way or by registered post in the manner laid down in sub-section (3) shall not contest the prayer for eviction from the premises, unless within thirty days of the service of summons on him as aforesaid, he files an affidavit stating grounds on which he seeks to contest the application for eviction and obtains leave from the Competent Authority as hereinafter provided, and in default of his appearance in

pursuance of the summons or his obtaining such leave, the Statement made by the landlord in the application for eviction shall be deemed to be admitted by the tenant or the licensee, as the case may be, and the applicant shall be entitled to an order for eviction on the ground aforesaid,

(b) The Competent Authority shall give to the tenant or licensee leave to contest the application if the affidavit filed by the tenant or licensee discloses such facts as would disentitle the landlord from obtaining an order for the recovery of possession of the premises on the ground specified in section 22 or 23 or 24;

(c) Where leave is granted to the tenant or licensee to contest the application, the Competent Authority shall commence the hearing of the application as early as practicable and shall, as far as possible, proceed with the hearing from day to day, and decide the same, as far as may be, within six months of the order granting of such leave to contest the application.

(5) The Competent Authority shall, while holding an inquiry in a proceeding to which this Chapter applies, follow the practice and procedure of a court of small causes, including the recording of evidence.

21. Even otherwise, it is difficult to believe Petitioner's story that he learnt about filing of eviction proceedings on 4 March 2024 through the neighbour. It is not known as to why the neighbour would know about filing of eviction proceedings. It therefore appears that Petitioner was not only aware about filing of eviction proceedings, but was keeping track thereof and strategically appeared before the Competent Authority on 15 March 2024, when the case was closed for passing final order. Petitioner has repeated this trend before the Revisional Authority by strategically not remaining present in his own Revision Application under the hope of delaying decision thereof and for the purpose of making a grievance about decision on Revision Application in his absence. Considering the overall

conduct of the Petitioner in making false statement on oath about non-receipt of notice dated 2 September 2023 as well as deliberately shying away from Competent Authority despite receipt of postal intimation and conveniently appearing before the Competent Authority at the stage of passing of final order, this Court is not inclined to interfere in the impugned orders on the plea of non-service of summons.

22. Even if Petitioner's case of non-receipt of summons /notice of eviction proceedings is to be momentarily accepted, I do not find any plausible valid defence available to him to defend the eviction proceedings. Clause 27 of the Agreement is clear, which entitles the Licensor to terminate the license after expiry of 12 months lock-in period by issuing two months' notice in advance. As observed above, receipt of notice dated 2 September 2023 is proved, which is a reason why Mr. Pattabiraman has fairly not pressed the point of non-receipt of notice dated 2 September 2023 beyond a point. The other points of non-genuineness of Power of Attorney is clearly adopted by way of an afterthought as the said point was never sought to be raised in Application for leave to defend. As rightly pointed out by Mr. Lohia, Petitioner is approbates and reprobates with regard to his contention about Power of Attorney. While questioning the genuineness of copy of Power of Attorney produced alongwith the Eviction Application, Petitioner himself has mentioned address of Respondents in the cause title of the Petition through the said Attorney. Thus, for service of the present Petition Petitioner accepts genuineness of Power of Attorney, but when it

comes to validity of eviction order he seeks to question its authenticity for avoiding his eviction. This conduct of the Petitioner is again required to be deprecated. Therefore, even if Petitioner was to file application for leave to defend within the prescribed time, he did not have any valid ground of defence in the present case.

23. Petitioner has also defaulted in payment of license fees to the Respondents after November-2023. If notice dated 2 September 2023 was not really received by him and if he was to secure knowledge of filing of eviction proceedings for the first time on 4 March 2024 as alleged in the Petition, the reason for non-payment of license fees from November -2023 is not explained in any manner. There is no written communication from Petitioner to the Respondents about alleged discontinuation of access to MyLodha App in November-2023. Petitioner has never conveyed to the Respondents that he had stopped paying license fees on alleged ground of denial of access to the said App. The overall conduct of the Petitioner in latching onto the possession of the licensed premises without paying license fees cannot be appreciated. Petitioner secured interim order from this Court on 25 September 2024 by relying upon Respondents' Application dated 12 December 2023 falsely claiming that he did not receive summons/notice. Though this Court directed deposit of entire amount of license fees from November 2023 till October -2024, while making the deposit in this Court, Petitioner conveniently adjusted the amount of security deposit of Rs.6,30,000/-, which is refundable only

against vacating the possession of the licensed premises. This is how he violated the order passed by this Court. Thus, he continues to remain in possession of the licensed premises without making the deposit of license fees as directed in the order dated 25 September 2024.

24. Petitioner is a mere licensee in respect of the licensed premises and has specifically agreed to vacate the same upon receipt of two months' notice after expiry of lock-in period. He has no right to remain in possession of the licensed premises after 1 November 2023. The Competent Authority has rightly directed eviction of the Petitioner. He is liable to pay damages at the rate of double the amount of license fees under provisions of Sub Section 2 of Section 24, which reads thus:-

24. Landlord entitled to recover possession of premises given on licence on expiry

(1) Notwithstanding anything contained in this Act, a licensee in possession or occupation of premises given to him on license for residence shall deliver possession of such premises to the landlord on expiry of the period of license; and on the failure of the licensee to so deliver the possession of the licensed premises, a landlord shall be entitled to recover possession of such premises from a licensee, on the expiry of the period of the license, by making an application to the Competent Authority, and, the Competent Authority, on being satisfied that the period of license has expired, shall pass an order for eviction of a licensee.

(2) Any licensee who does not deliver possession of the premises to the landlord on expiry of the period of licence and continues to be in possession of the licensed premises till he is dispossessed by the Competent Authority shall be liable to pay damages at double the rate of the licence fee or charge of the premises fixed under the agreement of licence.

(3) The Competent Authority shall not entertain any claim of whatever nature from any other person who is not a licensee according to the agreement of licence.

Explanation.- For the purposes of this section,-

(a) the expression "landlord" includes a successor-in-interest who becomes the landlord of the premises as a result of death of such landlord; but does not include a tenant or a sub-tenant who has given premises on licence;

(b) an agreement of licence in writing shall be conclusive evidence of the fact stated therein.

25. Though Petitioner filed Revision Application challenging the eviction order before the Additional Divisional Commissioner, Konkan Division, he failed to remain present when the Revision Application was taken up for hearing. It was his own Revision Application and it was necessary for him to keep track of the dates fixed for hearing thereof.

26. I, therefore, do not find any reason to interfere in the impugned orders passed by the Competent and Revisional Authorities. Writ Petition is devoid of merits and deserves to be dismissed.

27. Petitioner has opposed withdrawal of amount deposited by him in this Court towards arrears of license fees by Respondents and has contended that the said amount must be refunded to him with liberty to the Respondents to adopt necessary proceedings for recovery of license fees and damages. This again shows incalcitrant attitude of the Petitioner in seeking to occupy the premises without making any payment towards license fees.

28. Conduct of Petitioner throughout the eviction proceedings

as well as before this Court is worthy of imposition of exemplary costs while dismissing the Petition. However, Petitioner is already saddled with the liability of damages at double the amount of license fees (Rs.4,41,000/- per month). Only on that count this Court is refraining from imposing costs on the Petitioner.

29. Petition is accordingly **dismissed**. It appears that the eviction decree is put in execution and the Competent Authority has already passed order dated 14 August 2024 to implement the eviction order by issuing warrant of possession. The said warrant of possession be implemented forthwith by seeking necessary police assistance as directed in the order dated 14 August 2024. The Incharge of the concerned police station shall provide necessary police aid as directed in the Competent Authority's order dated 14 August 2024. Respondents are permitted to withdraw the entire amount deposited in this Court alongwith accrued interest.

30. After the Order is pronounced, Mr. Pattabiraman would pray for continuation of interim order dated 25 September 2024 for a period of four weeks. In my view, since Petitioner has no semblance of right to remain in possession of the licensed premises, he must vacate the same forthwith. Prayer for continuation of stay is accordingly rejected.

[SANDEEP V. MARNE, J.]