

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

WRIT PETITION NO. 17363 OF 2024

Centibell Lighting Pvt Ltd.

... Petitioner

Versus

The State of Maharashtra Thr.

The Office of General Pleader And Anr

... Respondents

Mr. Jigar Agarwal *for the Petitioner.*

Ms. Snehal S. Jadhav, *AGP for Respondent No.1-State.*

Mr. Shriram S Redij *for Respondent No.2.*

CORAM : SANDEEP V. MARNE, J.

DATE : 2 DECEMBER 2024.

P.C. :

1) The Petition challenges Order dated 25 October 2024 passed by the Competent Authority while dealing with application for eviction under Section 24 of the Maharashtra Rent Control Act, 1999 (**MRC Act**). By that order, the Competent Authority has rejected the application filed by Petitioner-Licencee challenging the jurisdiction of the Competent Authority on the ground that the license is granted for use of the premises for commercial purposes. The Competent Authority has however gone through the license agreement and has recorded a finding of fact that the license is granted for residential purpose.

Though the Petitioner has failed to place on record copy of the license agreement, it appears that Clause-6 of the license agreement has been reproduced by the Licensor in the eviction application, which clearly provides that the licensee was to occupy the premises for residential purposes.

2) The learned counsel for the Petitioner would vehemently urge that the license is in respect of commercial premises. However, what he misses is the language employed in provisions of sub Section 1 of Section 4, which vests jurisdiction with the Competent Authority to decide application for eviction when the premises are given to the licensee on license for residence. Therefore, the purpose for which license is granted is relevant and not the use for which the premises are sanctioned under the municipal laws.

3) The learned counsel for the Petitioner would submit that there is a genuine mistake on the part of the parties in erroneously describing in the purpose of license as residential and that the parties always intended grant of license for commercial use. However, under provisions of explanation (b) to sub Section 3 of Section 24, an agreement of license in writing represents conclusive evidence of the facts stated therein. The limited and summary jurisdiction of the Competent Authority under Section 24 of the MRC Act cannot be invoked for the purpose of pleading or proving any mistake on the part of the parties in execution of the license agreement. The Competent Authority is not supposed to conduct an indepth inquiry into existence of mistake or otherwise on the part of the parties in stipulating

purpose of license as residential and depending on outcome of that enquiry, decide whether it would have jurisdiction to decide the eviction application.

4) Even otherwise all that is done by the Competent Authority on the basis for the purpose stated in Clause-6 of the license agreement is to exercise jurisdiction in entertaining the application for eviction. Had the license being granted for purposes other than for residence, the Licensor would then be required to file a suit for eviction of the licensee. On account of purpose of license being indicated as residential in Clause-6 of the license agreement, instead of the Small Causes Court, the Competent Authority would now exercise jurisdiction for deciding the eviction application. The Competent Authority would determine whether the period of license has expired and whether the Licensee is still in occupation of the license premises or not. The objective of Petitioner in questioning the jurisdiction of Competent Authority appears to be more than obvious, which is to engage the Licensor in a prolonged litigation before the Small Causes Court.

5) In my view, the Competent Authority has rightly rejected the application questioning its jurisdiction by Order dated 25 October 2024. No infirmity can be traced in the order passed by the Competent Authority. Writ Petition is accordingly **rejected**.

[SANDEEP V. MARNE, J.]