

2) Respondent No. 2 – licensor has appeared in the Petition from time to time through her Advocate. However, on 1 October 2024 when Interim Application No. 13357 of 2024 was listed, none appeared on behalf of the Respondent No. 2. Therefore, the Writ Petition was directed to be listed today for final disposal. Today, again none appears on behalf of Respondent No.2 though Vakalatnama of M/s. Bilawala & Company appears to have been filed on behalf of Respondent No.2 on 2 March 2021.

3) It appears that possession of the suit premises has already been handed over by the Petitioner to Respondent No.2 on 5 March 2021. The only issue that now remains is about refund of security deposit to the Petitioner and liability of the Petitioner to pay damages as per the order of the Competent Authority dated 15 October 2020.

4) It appears that license agreement was executed on 14 September 2017 and the period of license was from 20 September 2017 till 20 September 2019. Before expiry of period of license, Petitioner wrote to Respondent No. 2 on 6 August 2019 expressing her desire to vacate the premises by 31 August 2019. Initially the offer was refused by Respondent No.2, but subsequently by e-mail dated 8 August 2019 she called upon the Petitioner to vacate the premises on 7 September 2019. Thereafter, though the Petitioner was willing to hand over possession of the premises to Respondent No.2, the actual handing over could not occur on account of disputes between the parties over inspection of the flat. It

appears that Respondent No.2 refused to take back possession of the flat and sought to raise certain issue with regard to the condition thereof. Even during the course of hearing of the Eviction Application before Competent Authority, Petitioner had expressed willingness to hand over possession of the flat to Respondent No.2 subject to return of the security deposit of Rs.2 lakh. In order to facilitate swift handing over of possession of the flat to Respondent No. 2, this Court passed order dated 22 January 2021 directing Court Receiver of this Court to depute a competent officer for inspection of the flat in presence of parties and to report the condition thereof to the Court. Accordingly, on 4 February 2021, inspection of the flat was conducted in presence of both the parties and representative of the Court Receiver. It appears that on 5 March 2021, Petitioner handed over keys of the flat to the counsel appearing for the second Respondent. The second Respondent has deposited amount of security deposit of Rs.2 lakh in this Court as per order dated 5 March 2021. This appears to be the reason why Respondent No.2 has lost interest in defending the Petition.

5) In my view, Petitioner has not unlawfully occupied the flat after expiry of the license period. Non-vacation of possession of the flat on the part of Petitioner is on account of the disputes between the parties about inspection. The Petitioner has not resided in the flat after expiry of the license period, and she was always ready and willing to handover possession thereof to Respondent No.2. In that view of the matter, Petitioner cannot be made liable to pay any license fee or damages in respect of

the period after 21 September 2019. Petitioner is also entitled to receive the amount of security deposit lying in the Court. Order dated 15 December 2020 passed by the Competent Authority has therefore become infructuous on account of handing over of possession of the premises to Respondent No. 2 on 7 March 2021

6) Accordingly, I proceed pass the following order.

(i) Order dated 15 December 2020 passed by the Competent Authority is set aside.

(ii) Petitioner shall be entitled to withdraw the amount of security deposit lying in the Court along with the accrued interest.

7) With the above directions, the Writ Petition is **disposed of**.

8) With disposal of the Writ Petition nothing survives in the Interim Application and same is also disposed of. Court Receiver stands discharged without passing accounts, subject to payment of cost and charges of the Court Receiver by the Petitioner, which shall be adjusted from the amount to be withdrawn by the Petitioner.

9) The Court Receiver Report No.4 of 2021 is also disposed of.

[SANDEEP V. MARNE, J.]