

Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.4103 OF 2024

Gautam Ishwar Mohite

...Petitioners

(Since Deceased, represented by His LRS)

a) Kalpana Gautam Mohite & Ors.

Versus

The State of Maharashtra

...Respondents

Represented Through,

a) Additional Divisional Commissioner,
(Pune Division), Pune & Ors.

Mr. S. P. Barsawade (Through VC), for the Petitioners.

Ms. Aloka A. Nadkarni, AGP, for the Respondent - State.

CORAM: MADHAV J. JAMDAR, J.

DATED: 24 MARCH 2025

P.C.:

1. Heard Mr. Barsawade, learned Counsel appearing for the Petitioners and Ms. Aloka Nadkarni, learned AGP for the Respondent - State.

2. The challenge in this Writ Petition filed under Article 227 of the Constitution of India is to the Order dated 25th August 2021 passed by the learned Additional Divisional Commissioner, Pune Division, Pune in Revision No.57 of 2020 filed under Section 44 of the *Maharashtra Rent Control Act, 1999*, by which the said Revision has been dismissed and the Order dated 4th January 2020 passed by the learned Competent Authority, Rent Control Court, Pune Division, Pune below Exhibit - 16 in

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M. A. No.40 of 2018 has been confirmed. The said Application bearing Exhibit - 16 has been filed seeking leave to contest the eviction proceedings being M. A. No.40 of 2018 filed under Section 42 read with Section 24(2) of the *Maharashtra Rent Control Act, 1999* ("Rent Act").

3. It is the main submission of Mr. Barsawade, learned Counsel appearing for the Petitioners that, although there is a registered Leave and License Agreement dated 8th April 2017, however, thereafter, the Petitioners agreed to purchase the suit premises from the Respondents and accordingly Agreement to Sale dated 28th March 2018 has been executed and certain earnest money has been advanced. However, the learned Competent Authority has rejected the said Application by the impugned Order dated 4th January 2020 and the same has been confirmed by the learned Additional Divisional Commissioner by the impugned Order dated 25th August 2021.

4. As per Explanation (b) to Section 24 of the Rent Act an agreement of license in writing shall be conclusive evidence of the fact stated therein. Therefore, the Competent Authority has no jurisdiction to go behind the Leave and License Agreement and to look into the other evidence including that the Petitioners have agreed to purchase the suit premises from the Respondents subsequently by said Agreement to Sale dated 28th March 2018.

5. Accordingly, no interference in the impugned Orders are

warranted. The Writ Petition is dismissed, however, with no order as to costs.

[MADHAV J. JAMDAR, J.]