



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**CIVIL APPELLATE JURISDICTION**  
**WRIT PETITION NO. 3477 OF 2025**

Shri Ramesh Sakharam Nikalje                      ...                      Petitioner

V/s.

Shri Sopan Nikalje and Ors.                      ...                      Respondents

-----

Mr. Adityaraj A. Chavan a/w Shubham Chavan, for the petitioner.

Mr. Ashutosh R. Gole a/w Rahul B. Salve, for the respondent no. 1.

Mr. S.D. Rayrikar, AGP, for the respondent nos. 2 to 4.

-----

**CORAM    :    N.J. JAMADAR, J.**

**DATE     :    23RD JUNE 2025.**

**PC:**

1.                This petition under Article 227 of the Constitution of India assails the legality, propriety and correctness of an order dated 4<sup>th</sup> February 2025, passed by the Additional Divisional Commissioner, Pune Division, Pune whereby the Revision Application being No. Rent/Riv/Pune/ 535/ 2024, preferred by the petitioner under Section 44 of the Maharashtra Rent Control Act, 1999 (the Rent Act, 1999) came to be dismissed affirming the order dated 12<sup>th</sup> July 2024 passed by the Competent Authority under Section 24 of the Rent Act, thereby directing the petitioner to hand over vacant and peaceful possession of

the licenced premises and pay damages to the licensor at the rate of Rs. 2000/- p.m. from 17<sup>th</sup> May 2017 till the delivery of vacant possession of licenced premises.

2. Mr. Adityaraj Chavan, the learned counsel for the petitioner, would urge that both the Revisional Authority and Competent Authority have committed error in law in not appreciating the real nature of the transaction between the petitioner and the respondent no. 1, who is the real brother of the petitioner. Taking undue advantage of the illiteracy and adverse social condition of the petitioner the respondent no. 1, who was in a domineering position, got an instrument executed from the petitioner without disclosing its true nature. The petitioner was made to believe that under the said instrument dated 17<sup>th</sup> March 2017, the licensed premises would be transferred to the petitioner. In substance, an effort was made to put in contest the character of the agreement dated 17<sup>th</sup> March 2017; which is, in effect, a leave and license agreement.

3. Indeed there is a distinction between challenge to a document qua its character and the contents thereof. A party is entitled to question the character of the document by contending that, what the document represents was not the real transaction between the

parties. However, in the facts of the case at hand, the petitioner has to encounter apparently insuperable impediments.

4. Firstly, under Explanation (b) an agreement of license in writing is conclusive evidence of the facts stated therein. Heavy onus would rest on a party who professes to contest the apparent character of the document. Secondly, in the case at hand, on the one hand, there is no material to show to the contrary and, on the other hand, in the reply notice dated 8<sup>th</sup> September 2017, the petitioner / licensee has admitted in no uncertain terms the jural relationship between the parties. The execution of leave and licence agreement and the relationship formed thereunder, are categorically admitted. It was also contended that the petitioner/licencee had paid the licence fee, as agreed.

5. In the aforesaid view of the matter the endeavour of Mr. Chavan to question the character of the instrument on the basis of relationship between the parties, does not merit countenance. There is no infirmity in the impugned orders. Hence, no interference is warranted in exercise of writ jurisdiction.

6. The petition stands dismissed.

(N.J. JAMADAR, J)