

Arjun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3990 OF 2025

Tarannum Begum

...Petitioner

Versus

Ismail Abdullah Shaikh & Anr.

...Respondents

Ms. Kranti S. S. Anand a/w Akanksha D. Kadam, for the Petitioner.

Mr. Abuzaid Javed Iraqui a/w Faiz Ahmed, for Respondent No.1.

Mr. Sanjay D. Rayrikar, AGP, for the Respondent - State.

CORAM: MADHAV J. JAMDAR, J.

DATED: 17 APRIL 2025

P.C.:

1. Heard Ms. Kranti Anand, learned Counsel appearing for the Petitioner and Mr. Abuzaid Iraqui, learned Counsel appearing for Respondent No.1.

2. By the present Writ Petition filed under Article 227 of the Constitution of India the challenge is to the Order dated 31st January 2025 passed by the Additional Divisional Commissioner, Konkan Division, Mumbai in Revision Application No.72 of 2025 as well as to the Order dated 29th November 2024 passed by the Competent Authority, Rent Control Act Court, Konkan Division, Mumbai in Eviction Application No.188 of 2024.

3. Both the Competent Authority as well as the Additional Divisional Commissioner have concurrently held that the period of Leave and License Agreement has expired on 10th January 2024. The Eviction Application has been filed on 16th August 2024 and the Competent Authority has passed the Order of eviction on 29th November 2024 which has been confirmed by the Additional Divisional Commissioner on 31st January 2025.

4. It is the only contention of Ms. Kranti Anand, learned Counsel appearing for the Petitioner that the Petitioner be allowed to cross-examine the Respondent. However, Explanation (b) to Section 24 of the *Maharashtra Rent Control Act, 1999* provides that an agreement of license in writing shall be conclusive evidence of the facts stated therein. It is settled legal position that the agreement of license in writing is conclusive evidence of the fact stated therein and therefore no other evidence which is contrary to the terms and conditions of agreement of license in writing can be allowed to be led. Thus, there is no substance in the said submission.

5. Accordingly, Writ Petition is dismissed, however, with no order as to costs.

6. At this stage, Ms. Kranti Anand, learned Counsel appearing for the Petitioner, on instructions of the Petitioner who is personally present, seeks withdrawal of the Writ Petition. Accordingly, the Writ

Petition is allowed to be withdrawn and dismissed as such.

7. Ms. Kranti Anand, learned Counsel appearing for the Petitioner, on instructions of the Petitioner, states that amount of Rs.4,40,000/- are in arrears. On instructions of the Petitioner, she states that the said amount of Rs.4,40,000/- will be paid to the Respondent in three equal instalments i.e. the first such instalment will be paid on or before 2nd May 2025, the second instalment will be paid on or before 2nd June 2025 and the third instalment will be paid on or before 2nd July 2025. She further states, on instructions, that the Petitioner will vacate the suit premises on or before 31st July 2025.

8. All the above statements made by Ms. Kranti Anand, learned Counsel appearing for the Petitioner, made on the instructions of the Petitioner, who is personally present in Court, are accepted as undertakings of the Petitioner given to this Court.

9. It is made clear that if the Petitioner fails to vacate the suit premises on or before 31st July 2025 or fails to pay the said instalments, then the Court Receiver, High Court Bombay, shall stand appointed immediately with a direction to take physical possession of the suit premises from the Petitioner and handover the same to the Respondent.

10. However, it is clarified that this Order will be subject to the result of the Appeal From Order No. 792 OF 2024 and in case, if any stay is

granted in said Appeal From Order.

11. Accordingly, the Writ Petition is allowed to be withdrawn and dismissed as such, subject to above.

[MADHAV J. JAMDAR, J.]

Note: This Order is modified as per the Speaking to the Minutes Order dated 22nd April 2025.