

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.4040 OF 2025

Vaibhav V. Raheja

...Petitioner

Versus

Samarjit Bose

...Respondent

ARJUN
VITTHAL
KUDHEKAR

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Mr. Girish Godbole, Senior Advocate a/w Naira Jejeebhoy, Pooja Gera & Geetika Kapur i/b Biswadeep Chakravarty, for the Petitioner.

Mr. Surel Shah, Senior Advocate a/w Niyati Sontakke & Mr. Harsh Nishar i/b Amey Deshpande, for the Respondent.

CORAM:

MADHAV J. JAMDAR, J.

PRONOUNCED ON:

15 DECEMBER 2025

UPLOADED ON:

06 JANUARY 2026

JUDGMENT:

1. Heard Mr. Girish Godbole, learned Senior Counsel for the Petitioner and Mr. Surel Shah, learned Senior Counsel for the Respondent.

2. By the present Writ Petition filed under Article 227 of the Constitution of India, challenge is to the legality and validity of the Order dated 13th February 2025 passed by the learned Additional Divisional Commissioner, Pune Division, Pune in Revision No.67 of 2024 filed under Section 44 of the *Maharashtra Rent Control Act, 1999*, (“MRC Act”).

3. Mr. Godbole, learned Senior Counsel appearing for the Petitioner raised following contentions :-

i. As per the settled legal position regarding Explanation (b) to Section 24 of the MRC Act, an agreement of leave and license in writing shall be conclusive evidence of the facts stated therein. Learned Senior Counsel therefore submits that the aspects which are considered by the Additional Divisional Commissioner, Pune Division, Pune are outside the scope of enquiry under Section 24 of the MRC Act.

ii. Learned Senior Counsel relied on the decision of the learned Single Judge of this Court in the case of ***Mukesh Dharsibhai Thakkar v. Rajneekant Ramanlal Gunderia***¹ as also the decision of this Court in the case of ***Harish Kumar Narang v. Rajni Tahlil Bhambhawani***². He submits that the impugned Order passed is contrary to the Scheme of Section 24 of the MRC Act and the settled legal position.

¹ (2016) SCC OnLine Bom 731

² (2024) SCC OnLine Bom 2301

iii. Learned Senior Counsel also submitted that by the impugned Order, the Order dated 12th January 2024 passed by the Competent Authority, by which Exhibit-16 Application seeking leave to defend is rejected is not set aside.

4. On the other hand, Mr. Surel Shah, learned Senior Counsel for the Respondent raised the following contentions :-

i. Learned Senior Counsel pointed out Section 55 of the MRC Act. In view of Sub-Section 2 of Section 55 of the MRC Act, learned Senior Counsel submitted that as admittedly the second Leave and License Agreement dated 17th October 2017 is not registered agreement and in the absence of the written registered agreement, the contention of the tenant about the terms and conditions, subject to which a premises have been given to him by the landlord on leave and license or have been let to him, shall prevail, unless proved otherwise.

ii. Learned Senior Counsel submits that the case is only at the stage of rejecting the Application for leave to defend and therefore, the case has not reached upto the stage of leading evidence and

therefore the impugned order is correctly passed. Learned Senior Counsel has relied on the decision of this Court in **Harish Kumar Narang** (supra) to substantiate the said contention. Learned Senior Counsel pointed out discussion wherein it is observed that as leave to defend application is rejected, the Respondent is not given an opportunity to place on record his contentions.

iii. Learned Senior Counsel submits that although the said Order dated 12th January 2024 has not been set aside by the impugned Order dated 13th February 2025, however, non-mentioning of the same in the operative part of the impugned Order, is merely a typographical error or the same has remained to be incorporated through oversight and in effect the said Order dated 12th January 2024 has been set aside.

iv. Learned Senior Counsel therefore, submitted that no interference in the impugned Order is warranted and therefore, the Writ Petition be dismissed.

5. Before considering the rival contentions, it is necessary to set out certain admitted factual aspects:

i. The subject premises is a bungalow and garage admeasuring 2183 sq. ft. situated at Sub Plot No.6, admeasuring 549.4 sq. mtrs. in T.P.S. Sangamwadi, Village Munjeri, Galaxi Co-operative Housing Society Ltd., Pune.

ii. A registered Leave and License Agreement was executed on 17th June 2013 between the Petitioner and the Respondent. The Petitioner is the Licensor and the Respondent is the Licensee.

iii. A second Leave and License Agreement was executed by the Petitioner and Respondent on 17th October 2017. As per the said agreement, the period of leave and license is from 15th October 2016 till 31st December 2017. The Respondent - Licensee agreed to pay Rs.2,50,000/- per month to the Petitioner-Licensor by way of compensation for user of the subject premises.

iv. Although the period of leave and license agreement expired, the Respondent failed to vacate the premises and therefore the Petitioner filed Eviction Application No.22 of 2019 before the Competent Authority, Rent Control Act, Pune Division, Pune under Section 24 of the *Maharashtra Rent Control Act, 1999* (“**MRC Act**”).

v. In the said Eviction Application, an Application has been filed by the Respondent seeking leave to defend as per Section 43(4)(a) of the MRC Act bearing Exhibit-16 filed in Eviction Application No.22 of 2019 and the Competent Authority rejected the said Application by Order dated 12th January 2024.

vi. By Order dated 19th January 2024, the Competent Authority, Rent Control Act, Pune Division, Pune passed Eviction Order with respect to subject premises and directed that the Respondent shall pay damages to the Applicant at the rate of Rs.5,00,000/- per month from 1st January 2018 till handing over the vacant possession of the subject premises.

vii. The Respondent filed Revision Application under Section 44(2) of the MRC Act being Revision Application No.67 of 2024 challenging the legality and validity of the said Order dated 12th January 2024 passed by the Competent Authority below Exhibit-16 in Eviction Application No. 22 of 2019 and to the Order dated 19th January 2024 passed by the Competent Authority in Eviction Application No.22 of 2019.

viii. By the impugned Order dated 13th February 2025 of the Additional Divisional Commissioner, Pune Division, Pune, passed in the Revision Application No.67 of 2024 the same has been allowed and the case has been again remanded back to the Competent Authority. The reasoning given by the Additional Divisional Commissioner, Pune Division, Pune is in Paragraph No.4. The said Paragraph No.4 and the operative portion of the said Order reads as under :-

४. प्रस्तुत प्रकरणी दाखल केलेला अर्जदार यांचा रिक्विजन अर्ज, अर्जदार व जाबदेणार यांचा युक्तीबाद, खालील न्यायालयांचे निर्णय त्यासोबत दाखल करण्यात आलेली कागदपत्रे

तसेच महाराष्ट्र भाडे नियंत्रण कायदा, १९९९ च्या कायद्यातील तरतूदींचे अवलोकन केले असून माझे निष्कर्ष खालील प्रमाणे आहेत.

४.१ प्रस्तुत प्रकरणात नोंदणीकृत लिक्व् अन्ड लायसेन्स अस्तित्त्वात होता. तदनंतर मुदत संपल्यानंतर भाडे करारनामा अनोंदणीकृत दस्ताद्वारे अस्तित्त्वात आल्याचे दिसून येत आहे.

४.२ सदर प्रकरणामध्ये प्रस्तुतच्या अर्जदार यांनी प्रस्तुतचे जाबदार यांचेकडून व्यवसायासाठी रक्कम कर्ज स्वरूपात घेतल्याचे दिसून येत आहे. सदर कर्जापोटी गहाण स्वरूपात प्रस्तुतच्या अर्जदार यांनी त्यांचे राहते घर प्रस्तुतच्या जाबदेणार यांच्या नावे लिहून दिल्याने, दोन्ही पक्षांतर्गत नोंदणीकृत भाडेकरार केल्याचे दिसून येत आहे.

४.३ अर्जदार यांचेकडून भाडे थकीत राहिल्यामुळे प्रस्तुतचे जाबदेणार यांनी सक्षम प्राधिकारी, भाडे नियंत्रण कायदा न्यायालय, पुणे यांचेकडे दाद मागितली, निम्नस्तरीय न्यायालयाने प्रस्तुतच्या जाबदेणार यांच्या लाभात आदेश पारित केला आहे, तथापि, अर्जदार यांचा दावा आहे की, खालील कोर्टाने त्यांचा लिक्व् टू डिफेंडचा अर्ज नाकारला. त्यामुळे प्रस्तुतचे अर्जदार यांना खालील कोर्टामध्ये त्यांची बाजू मांडण्याची संधीच मिळाली नाही,

४.४ प्रस्तुतचे अर्जदार यांनी सदर प्रकरणामध्ये टप्प्या टप्प्याने अंशतः रक्कम भरल्याचे दिसून येत आहे. तसेच उर्वरित रक्कम

प्रस्तुतच्या जाबदेणार यांना अलाहिदा अदा करण्याची तयारी दर्शविली आहे.

४.५ प्रस्तुतच्या जाबदेणार यांनी परस्पर काही रक्कम प्रस्तुतच्या अर्जदार यांच्यावतीने कर्ज पुरवठा करणा-या संस्थेस अदा केल्याची बाब समोर आली आहे. सबब अर्जदार यांनी रिझर्व बँक ऑफ इंडीया यांचेकडे त कार अर्ज दाखल केला आहे.

४.६ प्रस्तुतच्या जाबदेणार यांनी अर्जदार यांनी उपस्थित केलेल्या मुद्दांबाबत हरकत घेतली आहे. त्यांचे म्हणणे होते की, सदर न्यायासनास वरील बाबींप्रमाणे निर्णय घेणेच अधिकार नाहीत. तसेच सदर अर्जामध्ये नवीन मुद्दे उपस्थित करणेचे अधिकार अर्जदार यांना नाहीत. तथापि नवीन बाबी मुळे जर प्रकरणाच्या गुणदोषांवर परिणाम होत असेल तर त्याकडे दुर्लक्ष करून चालणार नाही, असे या कोर्टाचे मत झाले आहे.

४.७ मुळातच सदर प्रकरण भाडे नियंत्रण कायद्यांतर्गत येते अगर कसे? हे तपासणे आवश्यक आहे. तसेच अर्जदार यांचा लिव्ह टू डिफेंडचा अर्ज नाकारताना अर्जदार यांना त्यांची बाजू मांडणेची संधी देण्यात आली नाही. ही बाब नैसर्गिक न्यायतत्त्वांचे भंग करणारी आहे.

सबब खालील प्रमाणे आदेश पारित करण्यात येत आहे.

आदेश

१ निकालपत्रात नमूद केलेल्या कारणास्तव अर्जदार यांचा रिव्हिजन अर्ज अंशतः मान्य करण्यात येत आहे.

२. सक्षम प्राधिकारी, भाडे नियंत्रण कायदा न्यायालय, पुणे विभाग यांनी त्यांचेकडील अर्ज क.२२/२०१९ मध्ये/दि. १९/०१/२०२४ रोजी दिलेला आदेश रद्द करण्यात येत आहे.

३. सक्षम प्राधिकारी, भाडे नियंत्रण कायदा न्यायालय, पुणे यांनी प्रस्तुत प्रकरणामध्ये फेरसुनावणी घेऊन निर्णय घ्यावा

४. खर्चाविषयी आदेश नाहीत.

५. सदर निर्णयाची समज सर्व संबंधितांना देण्यात यावी.

६. सदर निकालपत्र या कार्यालयाकडील www.eqjcourts.gov.in या संकेतस्थळावर विभागीय आयुक्त उपलब्ध करण्यात आले आहे.

(Emphasis added)

The English translation of the same is as under :

“4. In the present case, on perusal of the revision application filed by the applicant, the arguments of both the applicant and the opponent, the judgments of relevant courts, the documents submitted, and the provisions of the Maharashtra Rent Control Act. 1999. My conclusions are as follows:

4.1 In this case, a registered Leave and License Agreement was in executed. After its expiration, a rental agreement came into existence through an unregistered document.

4.2 It appears that the applicant had taken a loan from the opponent for business Purposes. As security for this loan, the present applicant has executed a mortgage of his residential property in favour of the opponent and there after a registered rental agreement was executed between both the parties.

4.3 Since the applicant defaulted on rent payments, the opponent approached the Competent Authority, Maharashtra Rent Control Act Court, Pune, for relief. The lower court has passed an order in favor of the opponent. However, the applicant claims that since The lower court rejected his Leave to Defend application, and hence applicant was denied opportunity to defend his case before the lower court.

4.4 It appears that the applicant has made partial payments in installments during the course of hearing this case. Additionally, the applicant has expressed willingness to pay the remaining amount separately to the opponent.

4:5 It is Seen that the present opponent has, on his own, made certain payments on behalf of the applicant to the financial institution that provided the loan. As a result, the applicant has filed a complaint with the Reserve Bank of India.

4.6 The opponent has raised objections regarding the issues raised by the applicant, arguing that this tribunal does not have the

jurisdiction to decide on such matters. Additionally, the opponent contends that the applicant does not have the right to raise new issues in this application. However, this court is of the opinion that if new facts affect the merits of the case, they cannot be ignored.

4.7 Primarily, it is necessary to determine whether this matter falls within the ambit of Maharashtra Rent Control Act or not. Furthermore, while rejecting the applicant's Leave to Defend application, the applicant was not given a fair opportunity to present his case this constitutes a violation of the principles of natural justice.

Therefore, the following order is passed :

ORDER

1. In view of the reasons mentioned in the judgment, the revision application filed by the applicant is partly allowed.
2. The order dated 19/01/2024 passed by the Competent Authority. Maharashtra Rent Control Act Court, Pune Division, in Application No. 22/2019 is hereby set aside.
3. The Competent Authority, Maharashtra Rent Control Act Court, Pune, is directed to conduct a fresh hearing and decide the matter accordingly.
4. No order as to costs.

5. An intimation of this order be given to all concerned parties.

6. This order is made available at this office and on the official website www.eqjcourts.gov.in.”

6. Perusal of record shows that the second Leave and License Agreement although not registered is a written agreement executed between the Petitioner and the Respondent. The following terms of said Leave and License Agreement are important :

“3. TERM OF LICENSE

3.1 The term of the License shall be for a period of 12 (twelve) months with extension upto December 31, 2017 (Term) commencing from October 15th 2016 (Commencement Date) and expiring on December 31, 2017 (Expiry Date), unless there is an occurrence of Earlier Termination.

3.2 Except as otherwise provided in this Agreement, on the expiry or on Earlier Termination of the License hereby granted, the Licensee shall remove himself and his belongings from the House Property and handover quiet, peaceful and vacant physical possession of the House Property to the Licensor in the same state and condition as initially provided by the Licensor.

4. LICENSE FEE

4.1 In consideration of grant of the License to the Licensee for the Term, **the Licensee will pay Rs. 2,50,000 (Rupees Two Lakhs Fifty Thousand) per month to the Licensor as and by way of license fee for use and occupation of the House Property (License Fee).** The License Fee will be payable in advance on the 10th (tenth) day of every calendar month. **The Licensee confirms to pay the outstanding Licensee Fee upto the month of October 2017 i.e. Rs.2238710/- (Rupees Twenty Two Lakhs Thirty Eight Thousand Seven Hundred and Ten) before 31 December 2017.**

4.2 In the event of any delay or default in payment of the License Fee by the Licensee on the respective due dates, the Licensee will be liable to pay interest at the rate of 18 percent (eighteen percent) per annum on such defaulted payment from the its due date until actual payment of such defaulted License Fee.”

(Emphasis added)

Thus, by the said written Leave and License Agreement, the period of license is from 15th October 2016 till 31st December 2017. It is specifically provided that on the expiry or an earlier termination of the license granted by the said Agreement, the Respondent i.e. the licensee shall remove himself and his belongings from the house

property and handover quiet, peaceful and vacant physical possession of the house property to the licensor in the same state and condition as initially provided by the licensor. The agreed compensation is Rs.2,50,000/-. Thus, it is provided in the said Leave and License Agreement that on termination of the license period i.e. 31st December 2017, the Respondent-Licensee shall handover vacant and peaceful possession of the subject property to the Petitioner i.e. the Licensor.

7. In view of above written Leave and License Agreement, it is necessary to set out Section 24 of the MRC Act, which clearly provides that :

“24. Landlord entitled to recover possession of premises given on licence on expiry— (1) Notwithstanding anything contained in this Act, a licensee, in possession or occupation of premises given to him on licence for residence shall deliver possession of such premises to the landlord on expiry of the period of licence; and on the failure of the licensee to so deliver the possession of the licensed premises, a landlord shall be entitled to recover possession of such premises from a licensee, on the expiry of the period of licence, by making an application to the competent authority, and the competent authority, on being satisfied that the period of licence has expired, shall pass an order for eviction of a licensee.

(2) Any licensee who does not deliver possession of the premises to the landlord on expiry of the period of licence and continues to be in possession of the licensed premises till he is dispossessed by the competent authority shall be liable to pay damages at double the rate of the licence fee or charge of the premises fixed under the agreement of licence.

(3) The competent authority shall not entertain any claim of whatever nature from any other person who is not a licensee according to the agreement of licence.

Explanation.—For the purposes of this section—

(a) the expression “landlord” includes a successor-in-interest who becomes the landlord of the premises as a result of death of such landlord; but does not include a tenant or a sub-tenant who has given premises on licence; and

(b) **an agreement of licence in writing shall be conclusive evidence of the fact stated therein.”**

(Emphasis added)

Thus explanation to Section 24 of the MRC Act clearly provides that an agreement of license in writing shall be conclusive evidence of the facts stated therein.

8. It is the main contention of Mr. Shah, learned Senior Counsel for the Respondent that in view of Section 55 of the MRC Act, as the Leave and License Agreement is not registered agreement, the contention of the Respondent about the terms and conditions, subject to which a premises has been given to the Respondent by the landlord on leave and license or have been let to him, shall prevail.

9. For appreciating the contention raised by Mr. Shah, learned Senior Counsel, it is necessary to set out Section 55 of the MRC Act, which reads as under :

55. Tenancy agreement to be compulsorily registered
—(1) Notwithstanding anything contained in this Act or any other law for the time being in force, any agreement for leave and licence or letting of any premises, entered into between the landlord and the tenant or the licensee, as the case may be, after the commencement of this Act, shall be in writing and shall be registered under the Registration Act, 1908 (XVI of 1908).

(2) The responsibility of getting such agreement registered shall be on the landlord and in the absence of the written registered agreement, the contention of the tenant about the terms and conditions, subject to which a premises have been given to him by the

landlord on leave and licence or have been let to him, shall prevail, unless proved otherwise.”

(3) Any landlord who contravenes the provisions of this section shall, on conviction, be punished with imprisonment which may extend to three months or with fine not exceeding rupees five thousand or with both.”

(Emphasis added)

10. This Court in the case of **Harish Kumar Narang** (supra), had the occasion to consider issue about effect of an unregistered Leave and License Agreement on the proceedings filed before the Competent Authority under Section 24 of the MRC Act. The first point which is framed for the consideration in the said case is set out in Paragraph No.7 as under :

“7. FIRST POINT :

What is the effect of an unregistered Leave and License Agreement and whether the proceedings under Section 24 of the Rent Act filed on the basis of unregistered Leave and License Agreement are maintainable.”

By elaborately discussing various decisions and the Scheme of Section 24 as also Section 55 of the MRC Act, this Court has recorded following conclusions in Paragraph No.7(ix), which is reproduced hereinbelow for ready reference :-

“(ix) Thus, the Scheme of the Rent Act regarding Special provisions for recovery of possession in case of landlord entitled to recover possession of premises given on leave and license for residence on expiry of the period of license as provided under Section 24 of the Rent Act is as follows:

(a) Explanation (b) to Section 24 of the Maharashtra Rent Act prescribes a special rule of evidence. It provides that an agreement of licence in writing shall be conclusive evidence of the facts stated therein. In view of this special rule of evidence, this Court has held that it is not permissible for the Court to go behind the document to find out the real intention of the parties. The agreement is conclusive evidence that the transaction is of leave and licence. In other words, it has been held that the words “conclusive evidence” of the facts stated in the Leave and Licence Agreement have the effect of shutting out any other evidence on the subject which might be adduced before the Court. No evidence can be adduced to contradict it. Conclusive evidence means an absolute evidence of a fact for all purposes for which it is so made evidence. In view of this special rule of evidence prescribed under the Act Court cannot go beyond the document to find out the intention of the parties, the circumstances of the case, the nature of possession etc.

(b) Once it is provided by the legislature that an agreement of licence in writing shall be conclusive evidence of the facts stated therein, it prohibits

from leading any other evidence which may affect the conclusiveness of that evidence. Supreme Court in Smt. Somawanti case (supra) held that once the law says that certain evidence is conclusive it shuts out any other evidence which would detract from the conclusiveness of that evidence. Not only that when a certain evidence is made conclusive evidence, it prohibits any other evidence to be led which may detract from the conclusiveness of that evidence, but also the Court has no option to hold the existence of the fact otherwise when such evidence is made conclusive.

(c) Once an execution of the agreement of leave and licence is not disputed before the Competent Authority in an application under Section 24 of the Maharashtra Rent Act based on such leave and licence agreement, it is conclusive evidence of the facts stated therein and no other evidence can be led inconsistent with the said facts by either of the parties and is conclusive between the parties of the facts stated therein. The Competent Authority has no option but to hold that the facts stated therein do exist.

(d) Harmonious reading of section 55(1) and (2) along with the said Clause (b) in the Explanation to section 24 of the said Act would reveal that though it is mandatory for the landlord to get the agreement of leave and license recorded in writing and registered under the Registration Act, 1908, failure in that regard would warrant consequences as stipulated under section 55 of the said Act, however, once the matter reaches the stage of evidence, and if there is an agreement in writing,

though not registered, even then the facts stated in such agreement could be deemed to be conclusively established on the basis of such written agreement itself and there would be no other evidence admissible in that regard. In other words, though, in terms of subsection (2) of section 55 of the said Act, there will be presumptive value to the contentions of the licensee in respect of the terms and conditions of the agreement is in writing and even though it is not registered, the same, as regards the facts stated therein would be deemed to have been proved conclusively on production of the agreement itself, and in which case, any presumption arising in relation to the terms and conditions of the license contrary to the facts stated in such agreement would stand rebutted.

11. Thus, it has been held by this Court that in view of the special rule of evidence, as prescribed in explanation (b) to Section 24 of the MRC Act, this Court has held that it is not permissible for the Court to go behind the document to find out the real intention of the parties. The agreement is conclusive evidence that the transaction is of leave and license. It has been held in other words that, the words “conclusive evidence” of the facts stated in the Leave and License Agreement have the effect of shutting out any other evidence on the subject which might be adduced before the Court. No evidence can be adduced to contradict it. Conclusive evidence means an absolute evidence of a fact for all purposes for

which it is so made evidence. In view of this special rule of evidence prescribed under the Act, Court cannot go beyond the document to find out the intention of the parties, the circumstances of the case, the nature of possession etc.

12. The Scheme of Sections 24 and 55 has been elaborately discussed in **Harish Kumar Narang** (supra). It has been held by this Court that therefore, notwithstanding the non-registration of an Agreement in writing of leave and license in respect of the premises given for residential use, when an Application under Section 24 of the Rent Act is made, the said clause (b) will apply to such an Agreement and it will not be open for the licensee to lead any evidence contrary to the terms and conditions provided in the said Agreement.

13. It is also required to be noted that admittedly the premises in question has been given on leave and license for residential purposes. Section 24 of the MRC Act wherein in the explanation, special role of evidence is incorporated, is concerning the premises which have been given on leave and license basis only for residential purposes.

14. It is the submission of Mr. Shah, learned Senior Counsel that unless the case comes to the stage of leading evidence the conclusions recorded in **Harish Kumar Narang** (supra) will not apply and therefore said decision will not apply to the present case at the stage of deciding leave to defend application.

15. However, it is required to be noted that as the application is filed seeking leave to defend, in effect, permission is sought to lead the evidence. There is no dispute that the Respondent has executed written leave and license agreement. The leave is sought to defend and to give evidence. The application seeking leave dated 13th June 2019 as amended on 1st August 2023 *inter alia* raises following contentions :-

“1A. That property in dispute has been in continuous and uninterrupted possession of the defendant and his family from the year 1999 till date and is their primary dwelling from the year 1999. The property in dispute was originally owned and possessed by the mother of the defendant from 1999 to 2013. **The defendant and the applicant through their respective companies entered into a separate financial transaction and the title interest of the property was transferred to the applicant merely as a financial arrangement during this transaction. While doing so it was specifically agreed between the parties that defendant will buy-back the disputed property once the financial liability of the**

applicant is settled. This was clearly discussed between applicant and defendant and confirmed by the mail dt 8.06.2013. The draft agreement to sale was exchanged along with the said mail. Further, on 13th June 2013 a transfer deed in favour of applicant was executed. Immediately after the execution of the transfer deed a leave and license agreement was executed on 17th June 2013.

2. I say that during subsistence of leave and license agreement dated 17.06.2013 and even thereafter expiry of unstamped and unregistered leave and license agreement, the applicant had proposed the defendant to purchase the House. I say that applicant had knowledge that the defendant is about to purchase the said House. Tenure of the first Leave and license was for period of 3 years which expired on 14th October 2016" The subsequent leave and license agreement was executed on 17th October 2017 which clearly shows that the defendant was occupying the property without any agreement in place for almost full one year. The applicant never objected to this, simply due to the fact that applicant was well aware that the ultimately defendant is going to buy back the property from applicant.

3A When the applicant executed the subsequent unregistered leave and license agreement it was executed on the 17th October 2017 but the commencement date was put as 15th October 2016 (back dated) and tenure was mentioned till 31 December 2017. This clearly shows that actual period of license was from 17th October 2017 to 31st December 2017 which is 2 and half months only. This fact was never disclosed by the applicant.

6A Since beginning the defendant was ready and willing to buy back the disputed property for that reason and that reason alone, at multiple times drafts of agreement to sale or sale deed was exchanged between the applicant and respondent first through the mail dt 8.06.2013 and thereafter again on 20th October 2016. This mail communication is more than sufficient evidence to establish the fact that applicant was also well aware that at some point of time respondent will buy back the disputed property. For this same reason amount of 45 Lakh was accepted by the applicant towards consideration of the buyback transaction.”

(Emphasis added)

16. Thus, in fact by the said Application bearing Exhibit-16 filed seeking leave, the contentions raised are completely contrary to the contents of written Leave and License Agreement. The relevant clauses of the written Leave and License Agreement are already set out hereinabove and the same are conclusive evidence of the facts stated therein and no other evidence can even be led. Thus, there is no substance in the contention raised by Mr. Shah, learned Senior Counsel that the stage of evidence has not even reached and therefore leave application is required to be granted and when actually the Respondent leads the evidence, which is contrary to the Leave and License Agreement, at that time only explanation (b) to Section 24 will come into effect. The said contention is

totally contrary to Scheme of Section 24 of MRC Act. Even the contentions raised on the Application seeking leave to defend clearly shows the contentions raised are contrary to specific terms of leave and license agreement. It is very clear that no such evidence can be allowed to be lead.

17. Thus, in the facts and circumstances, it is very clear that the impugned Order dated 13th February 2025 passed by the Additional Divisional Commissioner, Pune Division, Pune is clearly contrary to the provisions of Section 24 of the MRC Act and settled legal position concerning the same.

18. Apart from that, it is required to be noted that admittedly the Respondent has filed Suit for specific performance being Special Suit No. 1589 of 2023 seeking specific performance of oral agreement. Admittedly, the Application seeking interim relief filed in said Suit has been dismissed.

19. Accordingly, for the above reasons, the impugned Order dated 13th February 2025 passed by the learned Additional Divisional Commissioner, Pune Division, Pune in Revision No. 67 of

2024 filed under Section 44 of the *Maharashtra Rent Control Act, 1999* is quashed and set aside and the said Revision is dismissed.

20. As a result, the Order dated 19th January 2024 passed by the Competent Authority, Rent Control Act, Pune Division, Pune stands confirmed.

21. At this stage, Mr. Surel Shah, learned Senior Counsel for the Respondent seeks stay of this Order. However, as the leave and license period has expired on 31st December 2017, and the Respondent has remained in possession for last 8 years, inspite of expiry of leave and license agreement, no case is made for grant of stay of this Order. Accordingly, the said request is rejected.

[MADHAV J. JAMDAR, J.]