

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.16995 OF 2025**

D. G. M. & A Operated S. A. B. English Medium
School through Principal Ashwini Harish
Suryawanshi

...Petitioner

Versus

Shivaji Laxman Bhamare

...Respondent

Mr. Jayendra Khairnar a/w. Mr. Harsh Nishar a/w. Ms. Gauri Kulkarni and Ms. Aleema Bohra, for the Petitioner.
Mr. Aditya S. Chandak, for the Respondent.

CORAM:

MADHAV J. JAMDAR, J.

DATE OF PRONOUNCEMENT:

18th DECEMBER 2025

DATE OF UPLOADING:

20th DECEMBER 2025

JUDGMENT:

1. Heard Mr. Jayendra Khairnar, learned Counsel for the Petitioner and Mr. Chandak, learned Counsel appearing for the Respondent.

2. By the present Writ Petition filed under Article 227 of the Constitution of India, the challenge is to the legality and validity of the order dated 25th August 2025 passed by the Additional Divisional Commissioner (Rent Act), Nashik Division, Nashik in Appeal/Revision No.275 of 2025 filed under Section 44 of the Maharashtra Rent Control Act, 1999 ("**Rent Act**") as also to the

order dated 23rd August 2024 passed by the Competent Authority, Rent Control Act Court, Nashik Division, Nashik in Application No.4 of 2023 filed under Section 24 of the Rent Act.

3. By the impugned order of the Competent Authority, the Petitioner has been directed to handover the vacant and peaceful possession of the subject premises and further has been directed to pay license fee at the double rate i.e. Rs.5,000/- x 2 = Rs.10,000/- per month from 18th June 2020 till handing over the possession of the subject premises to the Respondent. The said order has been confirmed by the learned Additional Divisional Commissioner, Nashik Division, Nashik by the impugned order dated 25th August 2025.

4. It is the contention of learned Counsel appearing for the Petitioner that the premises has been given specifically for running an English Medium School. He therefore, submits that the Competent Authority exercising power under Section 24 read with Section 42 of the Rent Act has no jurisdiction to deal with the said application as admittedly, the subject premises has been taken on Leave and License basis for running an English Medium School.

5. On the other hand, Mr. Chandak, learned Counsel appearing for the Respondent submits that Leave and License Agreement was for a period of three years w.e.f. 10th June 2017. The Petitioner has continued to occupy the subject premises even thereafter. Learned Counsel, therefore submits that the Competent Authority has rightly passed the order of eviction which has been confirmed by the Additional Divisional Commissioner, Nashik Division, Nashik.

6. Perusal of the record shows that clause No.2 of the Leave and License Agreement dated 10th June 2017 executed between the Respondent (Licensor) and the Petitioner (Licensee) specifically provides that subject premises has been given for running an English Medium School.

7. In view of the said specific term in the written Leave and License Agreement dated 10th June 2017, it is necessary to set out certain provisions of the Rent Act.

i. **Sub-Section (1) of Section 24 of the Rent Act:**

“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 license 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.”

(Emphasis added)

ii. Explanation (a) to Section 24:

“(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 license;”

iii. Chapter VIII of the Rent Act consisting of Sections 39 to 52 provides for summary disposal of certain applications.

iv. Sub-Section (1) of Section 40:

“40 Appointment of Competent Authority

(1) The State Government may, by notification in the Official Gazette, appoint one or more persons to be called Competent Authority for the purpose of exercising the powers conferred, and for performing the duties imposed, on him under this Act in such local area as may be specified in the said notification;

and one or more such Competent Authorities may be appointed for one or more such local areas.”

(Emphasis added)

v. Section 41:

“41. Definition of landlord for the purpose of Chapter VIII

For the purposes this Chapter, landlord means a landlord who is,—

(a) a person who has created a service tenancy in respect of his premises or a part thereof in favour of his employee under section 22;

(b) a member of the armed forces of the Union or a scientist or a Government servant or a successor-in-interest, referred to in section 23; or

(c) a person who has given premises on licence for residence or a successor-in-interest referred to in section 24. ”

(Emphasis added)

vi. Section 42.

“42. Special provision for making application to Competent Authority by landlord to evict tenant or licensee

Notwithstanding anything contained in this Act or any other Law for the time being in force or any contract to the contrary or any judgment or decree or order of any court, but subject to the provisions of section 22 or 23 or 24, as the case may be, a landlord may submit an application to the Competent Authority, signed and verified in a manner provided

in rules 14 and 15 of Order VI of the First Schedule to the Code of Civil Procedure, 1908 (V of 1908), as if it were a plaint, to the Competent Authority having jurisdiction in the area in which the premises are situated, for the purpose of recovery of possession of the premises from the tenant or licensee, as the case may be.”

(Emphasis added)

8. An analysis of the above provisions and other relevant provisions makes it very clear that the Chapter VIII of the Rent Act provides for summary disposal of certain applications and appointment of Competent Authority. The Applications for recovery of possession *inter alia* as contemplated by Section 24 of the Rent Act, are to be filed before the Competent Authority appointed under Section 40 of the Rent Act. Section 41 of the Rent Act, set out the definition of “landlord” for the purpose of Chapter VIII of the Rent Act, which specifically provides that *inter alia*, a person who has given premises on licence for residence or a successor-in-interest referred to in section 24 is the landlord for the purpose of Chapter VIII. Thus, it is clear that clause (c) of Section 41 of the Rent Act clearly provides that landlord contemplated for the purpose of Chapter VIII is a person who has given premises on licence for residence or a successor-in-interest referred to in Section 24. Thus,

once it is provided in the written leave and license agreement that the premises are given for occupation on leave and license basis for the purposes other than the residence, then in that case it is clear that Competent Authority exercising jurisdiction under Chapter VIII will have no jurisdiction to deal with the same.

9. As admittedly, the subject premises has not been given for residence and they have been given for running an English Medium School, it is very clear that the Application filed before the Competent Authority is not maintainable in view of the specific provisions under Section 24 read with Section 41 and 42 of the Rent Act. Thus, the impugned order which has been passed by the Competent Authority as confirmed by the Additional Divisional Commissioner, Nashik Division, Nashik is without jurisdiction.

10. Accordingly, the impugned order dated 23rd August 2024 passed in Application No.4 of 2023 by the Competent Authority (Rent Control), Nashik Division, Nashik as also the order dated 25th August 2025 passed by the Additional Divisional Commissioner, Nashik Division, Nashik in Appeal/Revision No.275 of 2025 are quashed and set aside and the said Application No.4 of 2022 is dismissed for want of jurisdiction.

11. However, at this stage, Mr. Chandak, learned Counsel appearing for the Respondent raises the contention that for last 65 months, the Petitioner has not paid even the agreed compensation as per the said agreement dated 10th June 2017. In view of the said contention raised by the learned Counsel appearing for the Respondent, learned Counsel appearing for the Petitioner, on instructions of the Petitioner, submits that the Petitioner will make payment of Rs.2,40,000/- to the Respondent within a period of three months from today. The said statement, made on the instructions, is accepted as undertaking given to the Court. It is clarified that the said payment is without prejudice to the rights and contentions of both the parties.

12. Accordingly, the Writ Petition is disposed of in above terms with no order as to costs.

13. Needless to observe that as the impugned orders are set aside only on the ground of jurisdiction, the Respondent is at liberty to adopt appropriate proceedings seeking eviction or any other relief before the appropriate Court and all contentions in that behalf are expressly kept open.

**SONALI
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[MADHAV J. JAMDAR, J.]