

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION  
WRIT PETITION NO.14835 OF 2025**

Karim Mehmood Divekar

...Petitioner

*Versus*

Vimal Vilas Gavli

...Respondent

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Mr. Anil Pandey, for the Petitioner.

Ms. S. Shetye a/w Mr. Vasim Siddhiqui, for the Respondent.

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**CORAM: MADHAV J. JAMDAR, J.**

**DATED: 26 February 2026**

**PC:-**

1. Heard Mr. Pandey, learned Counsel appearing for the Petitioner and Ms. Shetye, learned Counsel appearing for the respondent.

2. By the present Writ Petition, the challenge is to the legality and validity of order dated 2<sup>nd</sup> April 2025 passed by the Competent Authority, Rent Control Act Court, Konkan Division, Mumbai in Eviction Application No. 260 of 2024 as also order dated 28<sup>th</sup> July 2025 passed by the Additional Divisional Commissioner, Konkan Division in Revision No.357 of 2025. By the impugned order dated 2<sup>nd</sup> April 2025 of Competent Authority the Applicant has been directed to handover, vacant and peaceful possession of the subject

premises and further directed to pay Rs.2,000/- per month from 16<sup>th</sup> May 1998 till handing over the vacant possession of subject premises. The said order has been confirmed by the Additional Divisional Commissioner, Konkan Division.

3. Perusal of the record shows that both the Authorities have observed that Leave and License Agreement dated 16<sup>th</sup> June 1997 came to an end by efflux of time on 15<sup>th</sup> May 1998 and it has been observed that in view of Explanation (b) to Section 24 of the Maharashtra Rent Control Act, 1999 (“**MRC Act**”), Leave and License Agreement is conclusive evidence of the facts stated therein.

4. It is the main submission of Mr. Pandey, earned Counsel appearing for the Petitioner that the Petitioner has not entered into any Leave and License Agreement and he has not signed the said Leave and License Agreement. It is his further submission that in any case the Leave and License Agreement has come to an end on 15<sup>th</sup> May 1998 and therefore, the Eviction Proceedings filed on 30<sup>th</sup> October 2022 are barred by law of limitation. Learned Counsel

therefore, submits that the impugned order be quashed and set aside.

5. On the other hand, Ms. Shetye, learned Counsel appearing for the Respondent submits that there are two Leave and License Agreements, First Leave and License Agreement is dated 10<sup>th</sup> June 1996 and the period of said Leave and License Agreement came to an end on 10<sup>th</sup> June 1997. Thereafter another Leave and License Agreement dated 16<sup>th</sup> June 1997 was executed and the period of the said Leave and License Agreement came to an end on 15<sup>th</sup> May 1998. Signatures on both these Leave and License Agreements of the Petitioner are same. She further submits that entry of the Petitioner in the premises in question is on the basis of first Leave and License Agreement and therefore, the contention raised that the Leave and License Agreement is not signed by the Petitioner is totally false contention.

6. As far as the point regarding law of limitation is concerned, Ms. Shetye, learned Counsel relies on the Judgment of this Court in the case of *Sudha Rajendra Mahajan & Ors. v. Vkas Narayan*

*Patil & Ors.*<sup>1</sup> and more particularly on Paragraph No.19 of the same. Therefore, she submits that as far as the proceedings filed under Section 24 of the MRC Act, the Limitation Act is not applicable.

7. Perusal of the record shows that two Leave and License Agreements have been annexed to the present Writ Petition. Perusal of the record further shows that in the application seeking leave to defend filed by the Respondent the execution on the Leave and License Agreement has been expressly accepted. Once the execution of the Leave and License Agreement is accepted the Explanation (b) to Section 24 of the MRC Act becomes applicable. As per the Explanation (b) to Section 24, Agreement of Leave and License in writing shall be conclusive evidence of the facts stated therein. Thus, no other evidence can be lead contrary to the contents of the Leave and License Agreement.

8. The last Leave and License Agreement dated 16<sup>th</sup> June 1997 specifically records that period of Leave and License Agreement is upto 15<sup>th</sup> May 1998 and that the Petitioner shall not claim any

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ownership or tenancy right in he said premises and the present Respondent has been described as the owner.

9. Thus, in view of Explanation (b) to Section 24 all these contents set out in the Leave and License Agreement are conclusive evidence of the facts stated therein. Therefore, no other evidence can be seen. As the execution of the Leave and License Agreement is specifically admitted in the application seeking leave to defend, there is no substance in the contentions raised by the learned Counsel appearing for the Petitioner that the Leave and License Agreement is not signed by the Petitioner.

10. The other contention which has been raised by learned Counsel appearing for the Petitioner that as the period of Leave and License Agreement came to an end on 15<sup>th</sup> May 1998 and on 30<sup>th</sup> October 2024, the proceedings were filed before the Competent Authority for eviction are barred by the law of limitation.

11. As far as the said contention is concerned, a learned Single Judge in the case of *Sudha Rajendra Mahajan* (supra), has held in Paragraph Nos.19 and 20 as under :-

“19. Mr Sawant, further contends that application filed by respondent before the competent authority is barred by limitation since first cause of action arose on 13-8-2004 when Mr Rajendra Mahajan replied the notice of eviction and present proceeding is instituted after death of Rajendra Mahajan on the basis of second notice dated 23-1-2012. According to Mr Sawant, Article 137 of the Limitation Act would govern the proceeding. Therefore, application for eviction filed beyond period of three years from the date of first cause of action is barred by limitation. **However, moot question that requires consideration is whether provisions of Limitation Act can be borrowed in proceeding Instituted under the Rent Act. Pertinently, no limitation is prescribed under the Rent Act for institution of proceeding for eviction before the competent authority under Section 42 of the Act. Under Section 39, Chapter VIII and Rule made thereunder is given overriding effect. Special procedure for disposal of the application is prescribed under Section 43. Finality is given to the orders passed in revision. Therefore, Rent Control Act, 1999 is complete Code in itself and general provisions of Limitation Act cannot be derived. Once, Chapter VIII stands apart distinctly and diverse from rest of the Act and given overriding effect over any other provisions in the very Act or any other law in force having its independent procedure, provisions of Limitation Act, 1963 would not attract to the proceedings before the competent authority.**

20. Mr Yawalkar, learned advocate appearing for Respondent 1 has rightly pointed out that issue as

regards to the applicability of the Limitation Act has been set at rest by judgment of the Supreme Court in case of *Prakash H. Jain v. Ms Marie Fernandes*, (2003) 8 SCC 431: 2003 MhLJ Online (S.C.) 57: AIR 2003 SC 4591 wherein scope and purport of section (43) 4 of the Rent Act and power to condone delay has been elaborately discussed. Even in case of *Uttam Namdev Mahale v. Vitthal Deo* (supra) while dealing with the provisions of Mamlatdar's Courts Act, Supreme Court observed that when the Act does not prescribe any limitation, **necessary implication is that general law of limitation as provided under Limitation Act, 1963 stands excluded. Consequently, proceedings can be instituted at any time.**”

(Emphasis added)

12. Thus, what the learned Single Judge has held that once, Chapter VIII stands apart distinctly and diverse from rest of the Act and given overriding effect over any other provisions in the very Act or any other law in force having its independent procedure, provisions of *Limitation Act, 1963* would not attract to the proceedings before the competent authority. The said decision is squarely applicable to the present case.

13. Accordingly, in the facts and circumstances, no interference in impugned order is warranted.

**14.** The Writ Petition is dismissed, however, with no order as to costs. Ad-interim protection, if any, shall stand vacated forthwith.

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