



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.2884 OF 2026

Kalida Jose Kallungal @ Kalida Darryl
Mathais

...Petitioner

V/s.

Karl Karan Nayak and Anr.

...Respondents

Mr. Sanjiv Punalekar *i/b. Mr. Dharmesh Joshi for the Petitioner.*

Mr. Tejas Shetty *for Respondent No.1.*

Ms. V.R. Raje, *AGP for Respondent -State.*

CORAM: SANDEEP V. MARNE, J.

DATED: 9 MARCH 2026.

P.C.:

1) Petition challenges order dated 30 January 2026 passed by the learned Additional Divisional Commissioner, Konkan Division, Mumbai, refusing to grant stay to the eviction order during pendency of the Revision Application.

2) I have heard Mr. Punalekar, the learned counsel appearing for the Petitioner, Mr. Shetty, the learned counsel appearing for Respondent No.1 and Ms. Raje, the learned AGP for Respondent -State and considered the submissions canvassed by them.

3) The License Agreement executed between the parties on 10 November 2022 had tenure upto 9 November 2027. The license has been terminated by the Licensor on 30 November 2024. One of the reasons for termination of the license Agreement is non-payment of license fees. There is no dispute to the position that license fee is not paid since September-2024. The Competent Authority has directed eviction of the Petitioner by order dated 6 November 2025 with further direction to pay double the amount of license fees from 1 December 2024.

4) As the hearing of the Petition progressed, a query was put to Mr. Punalekar as to whether the Petitioner is willing to clear arrears of license fees. Mr. Punalekar, on instructions, expresses inability to pay outstanding amount of license fees. Since the Petitioner is not in a position to pay license fee, it is in her own interest that she vacates the licensed premises and stops the liability to pay double the amount of license fee. As of now, the Revisional Authority has merely refused to grant stay to the eviction order. The Revision is still pending before it. This Court is therefore not inclined to interfere in the interim order dated 30 January 2026 passed by the Revisional Authority.

5) Mr. Punalekar has repeatedly highlighted the position that the Petitioner has spent an amount of Rs.10,00,000/-on renovation of the licensed premises and the amount of arrears of licensed premises is far less than the amount spent on renovation of the licensed premises.

6) In my view, the amount allegedly spent on renovation of the licensed premises by the Petitioner cannot be a ground for non-payment

of licensed fees. Even if Petitioner was to reside in the licensed premises upto 9 November 2027, she had a liability to pay license fees. Therefore, alleged expenditure incurred in renovation of the licensed premises is wholly irrelevant. Since the Petitioner is not paying license fees from September-2024, she must vacate the premises.

7) Similarly, the alleged disputes between the Petitioner and her husband are of little relevance so far as license executed in her name is concerned. Petitioner cannot continue to retain licensed premises on the ground that her husband is liable to pay license fees.

8) Considering the above position, this Court is not inclined to interfere in the impugned order.

9) Writ Petition is accordingly **rejected**. The Revision Petition shall however be decided uninfluenced by the observations in the order.

[SANDEEP V. MARNE, J.]