



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 2954 OF 2026

Mustafa Saifuddin Neemuchwala

...Petitioner

V/s.

Aziz Shabbir Vakil

...Respondent

Mr. Yusuf Rampurawala *for the Petitioner.*

Mr. Prabhat Kumar J. Dubey *a/w Ms. Nikita A. Pandey and Ms. Snehal J. Pandey
for Respondent.*

CORAM: SANDEEP V. MARNE, J.

DATED: 12 MARCH 2026.

P.C.:

1) The Petition challenges order dated 17 October 2025 passed by the Additional Divisional Commissioner, Konkan Division, Mumbai dismissing the Revision preferred by the Petitioner and confirming the eviction order passed by the Competent Authority on 7 February 2025.

2) The Petitioner executed Leave and License Agreement with the Respondent, tenure of which was from 1 September 2022 till 30 June 2025. Admittedly, the tenure of the license has expired on 30 June 2024. Taking note of this position, the Competent Authority has directed eviction of the Petitioner from the licensed premises in addition to direction to pay double the amount of license fees from 1 July 2024. It appears that towards execution of the order passed by the Competent

Authority, possession of the licensed premises is already recovered by in pursuance of order dated 17 October 2025. In that sense the challenge is actually rendered academic.

3) The Petitioner however presses the challenge to the impugned eviction order on the ground that the Competent Authority lacked inherent jurisdiction to entertain and decide the Application since the Respondent does not fit into the definition of the term 'landlord' under Section 24 of the Maharashtra Rent Control Act, 1999. Since the Respondent himself is tenant in respect of the licensed premises, reliance is placed on Explanations (a) and (b) of Section 24 read with Section 41 of the Rent Control Act. However, considering the facts of the present case, I am not inclined to go into the issue which is sought to be raised by the Petitioner since the possession of the licensed premises is already recovered on 17 October 2025. Petitioner's prayer for putting him back in possession of the licensed premises on account of inherent nullity in the order of the Competent Authority cannot be granted in exercise of extraordinary jurisdiction under Article 227 of the Constitution of India considering the fact that the tenure of license has admittedly ended on 30 June 2025.

4) It is sought to be urged that the Petitioner has agreed to purchase the tenancy rights from the Respondent with the consent of the landlord and has accordingly made certain payments to the Respondent. It is sought to be suggested that possession of the Petitioner was also on the strength of part performance of the

Agreement under which tenancy rights were agreed to be purchased. However, there is no dispute to the position that the initial entry of the Petitioner into the premises is through the license. This Court has repeatedly taken a view that if initial entry into the premises is through license, the licensee must first vacate possession of the premises and thereafter exercise the remedies for claiming back the possession on the strength of entitlement to hold possession towards part performance of the Agreement.

5) Considering the peculiar facts and circumstances of this case, I am not inclined to interfere in the impugned order.

6) So far as Petitioner's liability to pay double the account of licensee fee is concerned, the learned counsel appearing for the Respondent fairly submits that since possession of the premises has already been recovered, the Respondent is not interested in recovering any amount from the Petitioner towards license fees. The statement is recorded and accepted. He however submits that there are certain articles of the Petitioner lying in the licensed premises and the Petitioner be directed to remove the same. He submits that the Respondent licensor is willing to forgo all claims towards license fees subject to the removal of his articles by the Petitioner from the licensed premises.

7) Accordingly, the Petitioner shall be at liberty to remove all his articles from the licensed premises for which purpose the

Respondent shall make available licensed premises to the Petitioner during 21 and 22 March 2026. In case Petitioner fails to remove Articles from the licensed premises on the dates so stipulated, the Respondent would be at liberty to deal with the same.

8) Accordingly, with the consent of the Respondent, order dated 7 February 2025 as confirmed on 17 October 2025 is modified to the limited extent that the Respondent shall not be entitled to any amount towards arrears of license fees or damages from the Petitioner.

9) With the above directions the Petition is **disposed of**.

[SANDEEP V. MARNE, J.]