



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION  
WRIT PETITION NO.3545 OF 2026**

Gautam Ishwar Mohite  
(since deceased) through legal  
representatives-  
a. Mrs. Kalpana Gautam Mohite and  
Ors.

**...Petitioners**

V/s.

Additional Divisional Commissioner,  
Pune Division, Pune and Ors.

**...Respondents**

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**Ms. Niyati Shah** *for the Petitioners.*

**Mrs. Vrishali R. Raje**, *AGP for Respondent -State.*

**Mr. Anuj A. Shaha**, *Respondent No.4 in-person, present.*

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**CORAM: SANDEEP V. MARNE, J.**

**DATED: 17 MARCH 2026.**

**P.C.:**

1) Challenge in the Petition is to the order dated 14 November 2025 passed by the Additional Divisional Commissioner, Pune Division, Pune, rejecting Revision filed by the Petitioner under Section 44 of the Maharashtra Rent Control Act, 1999 and confirming the order passed by the Competent Authority on 18 March 2025.

2) I have heard Ms. Niyati Shah, the learned counsel appearing for the Petitioner and have considered the submissions canvassed by her.

3) Petitioner admittedly secured entry into the premises through a license executed on 8 April 2017, tenure of which was only till 4 March 2018. Petitioner claims right to remain in possession of the licensed premises on the strength of a purported Agreement for Sale allegedly executed in his favour. Perusal of the said Agreement dated 28 March 2018 would indicate that out of the agreed amount of consideration of Rs.40,00,000/-, the Petitioner has paid only a token amount of Rs.3,00,000/- to the licensor.

4) This Court has repeatedly taken a view that if entry in the premises is through license, mere subsequent execution of Agreement for Sale during currency of license does not entitle the licensee to continue possession of the licensed premises. Upon expiry of the license, licensee must vacate possession of the premises and adopt independent remedies in respect of the Agreement for Sale.

5) In the present case, it appears that the Petitioner has already filed a Civil Suit for specific performance of Agreement for Sale. In case, the Petitioner succeeds in the said Suit, he can press a prayer for possession of the licensed premises. As of now, the Competent Authority has rightly exercised the jurisdiction by directing eviction of licensee upon expiry of the tenure of the license. No interference is warranted in the impugned orders.

6) Writ Petition is accordingly **rejected**.

**[SANDEEP V. MARNE, J.]**