

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.3704 OF 2026

Ravindra Jayanarayan Sharma

....Petitioner

V/S

Atul Kantilal Chopda & Ors.

....Respondents

Mr. Dheeraj Patil *for the Petitioner.*

Mr. Girish Agrawal with Ms. Chitra Darekar *for Respondent No.1.*

Ms.Savina R. Crasto, AGP *for Respondents/State.*

CORAM : SANDEEP V. MARNE, J.

DATE : 09 APRIL 2026.

ORDER :

1. By this Petition filed under Article 227 of the Constitution of India, Petitioner has challenged order dated 19 November 2025 passed by Additional Divisional Commissioner, Pune, dismissing the Revision Application and confirming the order dated 3 February 2025 passed by the Competent Authority under section 24 of the Maharashtra Rent Control Act 1999 (**MRC Act**). By order dated 3 February 2025, the Competent Authority has allowed the Application dated 6 December 2016 preferred by Respondent No.1-Licenser and has directed Petitioner to handover possession of the licence premises to Respondent No.1 with further order to pay damages at the rate of Rs.16,000/- per month from 15 January 2016 after deducting the amount of security deposit.

2. Flat No. S 8/1 admeasuring built-up area of 900 square feet stilt floor situated at Indira Shankar Nagari, Survey No.94/95, Paud Road, Kothrud, Pune, are the 'license premises'. Respondent is the owner of licence premises. According to the Petitioner, Respondent executed Agreement for Sale dated 20 December 1997 for selling the entire row house No.8/1 situated at Survey No.94/95 'row house premises' for total consideration of Rs.4,90,000/-. According to Petitioner, he was put in possession of the row house premises on execution of Agreement for Sale. Petitioner claims to have started an ice-cream factory in the said row house premises. Maharashtra State Electricity Distribution Company Limited (MSEDCL) filed a criminal case against Petitioner and Respondent No.1 for using electricity for commercial purposes. According to the Petitioner, on 26 February 2008, Respondent No.1 executed Leave and Licence Agreement in respect of license premises with the Petitioner with *mala fide* intention. That a false license was shown to have been granted only in respect of license premises admeasuring 900 square feet and not in respect of the row house premises. Instead of executing a conveyance deed, the licenses were renewed from time to time and the last Leave and Licence Agreement was executed on 17 January 2015. Petitioner addressed letter dated 1 July 2016 calling upon Respondent No.1 to execute registered sale deed in pursuance of Agreement for Sale dated 20 December 1997.

3. In the above background, Respondent No.1 filed Application under Section 24 of the MRC Act before the Competent Authority, Rent Control Act Court, Pune Division, Pune. Petitioner appeared in the Application

and filed Written Statement. Respondent filed Evidence Affidavit. According to Petitioner, he stopped attending the proceedings before Competent Authority due to his sickness till the year 2024. However, he filed his Affidavit of Evidence on 5 June 2024.

4. Petitioner filed Application for setting aside evidence close order, which was rejected on 18 November 2024. Petitioner challenged order dated 18 November 2024 by filing Revision Application No.749 of 2024 before the Additional Divisional Commissioner, Pune Division, Pune. During pendency of the said Revision Application, the Competent Authority proceeded to decide Application under Section 24 of the MRC Act and allowed the same directing Petitioner to handover vacant and peaceful possession of the suit property and to pay damages at the rate of Rs.16,000/- per month from 15 January 2016 till date of handing over possession of the suit property after adjusting the amount of security deposit of Rs.40,000/-.

5. Petitioner filed Revision Application No.66 of 2025 before Additional Divisional Commissioner challenging eviction order dated 3 February 2025. The Revisional Authority refused to grant injunction by order dated 21 March 2025. Later, by order dated 17 June 2025, the Revisional Authority has rejected the earlier Revision Application No.749 of 2024. Petitioner filed Writ Petition No.11779 of 2025 in this Court challenging the order dated 17 June 2025 passed by the Revisional Authority. During pendency of that Petition, the Revisional Authority rejected substantive Revision Application No.66 of 2025 and confirmed

the eviction order passed by the Competent Authority. Writ Petition No.11779 of 2025 was withdrawn by the Petitioner as infructuous on 11 February 2025. Petitioner is aggrieved by the order dated 19 November 2025 passed by the Revisional Authority and has accordingly filed the present Petition.

6. I have heard Mr. Patil, the learned counsel appearing for Petitioner, Mr. Agrawal, the learned counsel appearing for Respondent and Ms. Crasto, the learned AGP appearing for Respondent/State.

7. It is Petitioner's contention that the relationship between Petitioner and Respondent No.1 is that of purchaser and seller of the row house property. The contention is premised on alleged Agreement for Sale dated 20 December 1997. Petitioner has claimed possession of the row house premises from the date of execution of Agreement for Sale dated 20 December 1997. Petitioner claims to have operated an ice-cream factory in the suit premises for which objection was raised by MSEDCL in the year 2007 for use of electricity for commercial purposes. However, Petitioner does not dispute the position that he ultimately executed Leave and License Agreement dated 26 February 2008 in respect of suit premises comprising of only flat admeasuring 900 square feet and not in respect of the entire row house premises. If Petitioner was already in possession of the row house premises by virtue of alleged Agreement for Sale dated 20 December 1997, there was no reason for him to execute the Leave and License Agreement dated 26 February 2008. The Petitioner does not dispute the position that repeated Leave and

License Agreements were executed every year, the last one being executed on 17 January 2015. As opposed to the alleged Agreement for Sale being an unregistered document, the Leave and License Agreement dated 26 February 2008 is a registered instrument. Section 17 of the Registration Act has been amended with effect from 24 September 2001 by which sub-section 1A is inserted therein which provides thus:

“17. Documents of which registration is compulsory.

(1A) The documents containing contracts to transfer for consideration, any immovable property for the purpose of section 53A of the Transfer of Property Act, 1882 (4 of 1882) shall be registered if they have been executed on or after the commencement of the Registration and Other Related laws (Amendment) Act, 2001 (48 of 2001) and if such documents are not registered on or after such commencement, then, they shall have no effect for the purposes of the said section 53A.”

8. Thus, if the Agreement for Sale is not registered, the same does not have effect for the purpose of Section 53A of the Transfer of Property Act, 1882. The Petitioner therefore cannot claim possession in respect of the license premises on the strength of unregistered Agreement for Sale.

9. There is no dispute to the position that under the last License Agreement, the period of license has expired on 14 January 2016. The Petitioner ought to have vacated possession of license premises upon expiry of the license. He cannot mix the issue of acquiring title in respect of row house premises with license granted in respect of license premises. Petitioner will have to prosecute the remedy of specific performance of Agreement for Sale. Mr. Patil has contended that Petitioner has already filed a suit seeking specific performance. As and when he succeeds in the suit and acquires title in respect of row house premises, he can recover possession of either the row house premises or

license premises from Respondent No.1. As of now, his entry into the license premises is clearly governed by the last Leave and License Agreement which has expired on 14 January 2016. He has no right to remain in possession of the suit premises.

10. Mr. Patil has strenuously contended that Competent Authority did not have jurisdiction to entertain Application of Respondent No.1 under Section 24 of the MRC Act. The contention is premised on alleged commercial use of the suit premises by the Petitioner. However, perusal of the Leave and License Agreement indicates that the license is issued for residential purposes. Section 24 of the MRC Act applies to “license for residence”. The license in the present case is granted for residential purposes. If licensee violates the terms of license and uses the premises for commercial purposes, the same would not mean that jurisdiction of Competent Authority under Section 24 of the MRC Act would be lost. The objection of jurisdiction is therefore raised only to be rejected.

11. Considering the above position, no infirmity can be traced in the impugned order passed by the Competent and Revisional Authorities. Writ Petition is devoid of merits. It is accordingly **dismissed** without any order as to costs.

(SANDEEP V. MARNE, J.)

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