



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.6546 OF 2026

Bhimrao Gulabrao Tayade

....Petitioner

V/S

Pooja Pankaj Shah & Ors.

....Respondents

Mr. Abhijit B. Kadam with Ms. Akanksha Gond *for the Petitioner.*
Ms. Mamta S. Srivastava, AGP *for Respondent Nos.2 to 5/State.*

CORAM : SANDEEP V. MARNE, J.

DATE : 08 MAY 2026.

P.C.:

1. The Petition challenges order dated 10 March 2026 passed by the Revisional Authority as well as order dated 28 February 2025 passed by Competent Authority. Petitioner is aggrieved by his eviction from the licensed premises.
2. I have heard the learned counsel appearing for the Petitioner and have considered submissions canvassed by him.
3. There is no dispute to the position that entry of the Petitioner into the licensed premises is by virtue of the Leave and License Agreement. The license period was from 1 February 2022 till 31 December 2022. The Petitioner did not vacate possession of license premises after expiry of the license on 31 December 2022. It is the case of the Petitioner that there is oral agreement for sale of licensed premises and that he has paid consideration of Rs.46,00,000/- to the

Respondent No.1. This Court has repeatedly taken a view that jurisdiction of the Competent Authority under Section 24 of the Maharashtra Rent Control Act, 1999 (**MRC Act**) is restricted to the contractual covenants of the Leave and License Agreement. In its limited remit of enquiry, the Competent Authority cannot take into consideration any other agreement executed between the parties. It appears that the Petitioner has already filed S.C. Suit No.959 of 2026 seeking specific performance of the alleged oral agreement. In that Suit, Notice of Motion No.1597 of 2026 filed for seeking temporary injunction is already rejected.

4. In view of the above, no case is made out for interference in the impugned order. Petitioner is free to prosecute the suit for specific performance/for return of the paid consideration. Writ Petition is accordingly **rejected**. There shall be no order as to costs.

(SANDEEP V. MARNE, J.)