

MHAH250002982026



R.C.S. No. 87/2026
Ramdas Dnyandev Ghavate
Vs.
Ramdas Maruti Salke & Ors.

ORDER BELOW EXH.17 .

The defendant No.1 has filed this application for rejection of plaint under Order VII, Rule 11 of the Code of Civil Procedure, 1908.

2. It is contended by the defendant that, the suit has been filed for obtaining a perpetual injunction against the defendant. It is further contended that, the suit of the plaintiff is based on leave and license agreement dated 18/09/2024. It is the contention of the defendant that said leave and license agreement is illegal. According to the defendant, as per Section 24 of the Maharashtra Rent Control Act, 1999, a leave and license agreement can only be made for residential purposes and cannot be made for commercial or trade purposes. It is further contended that, said agreement is executed before Notary. However, as per Section 17 and 49 of the Registration Act the agreement must have been registered agreement. Therefore, the said agreement is illegal and claim made on the basis of the said agreement cannot be pursued in law. Similarly, the request made in columns 2 and 3 of the claim cannot be sought as it is not a factual indication in law. Thus, he prayed to reject the suit.

3. The plaintiff opposed this application by filing his

say contending that, the leave and license agreement executed between the parties is perfectly legal. Said agreement is not challenged by the defendants till today. The defendant No.1 has already accepted an amount of Rs.14,60,000/- till today as per the terms and conditions mentioned in the leave and license agreement. There is no restriction in Section 24 of Maharashtra Rent Control Act to restrict the execution of leave and license agreement to residential purpose only. It is further contended that, as per Section 55(2) of the Maharashtra Rent Control Act, the responsibility of registration of leave and license agreement is coasted on the shoulder of the licensor. Thus, it was the responsibility of the defendant No.1 to get the said agreement registered. In the absence of registration the contentions raised by the licensee will prevail. It is further contended that, the plaintiff is regularly paying the rent amount to the defendant. The plaintiff is also ready to pay the future rent continuously. However, defendant is obstructing the possession of the plaintiff. This Court has Jurisdiction to entertain the present suit. Hence he prayed for rejecting the application.

4. The points for determination alongwith my findings thereon arise under:-

S.NO	POINTS	FINDINGS
1.	Whether the plaint is liable to be rejected ?	No.
2.	What order ?	Application is rejected

REASONS

As to points No.1 and 2 :-

5. Heard, the Ld. Advocates Shri. K. P. Zaware for the defendant No. 1 and Shri. U. B. Chaudhari for the plaintiff. Both the learned advocates have reiterated the contentions raised in their application and say respectively. The learned advocate for the plaintiff has relied on following authorities.

i) **Vinod Infra Developers Ltd. Vs. Mahaveer Lunita & Ors. (2025 INSC 772)**

ii) **S. Kaladevi Vs. V. R. Somasundara & Ors. (AIR 2010 Supreme Court 1654)**

iii) **M/s. K. B. Saha & Sons Pvt. Ltd. Vs. M/s. Development Consultant Ltd. (Civil Appeal Nos.5659-5660 of 2002 SC)**

iv) **Anthony Vs. KC Ittoop & Sons & Ors.(AIR 2000 Supreme Court 3523)**

6. Perused the application and say. It is settled position of law that, while deciding in application for rejection of plaint the Court should not look beyond the plaint. From bear reading of plaint, if apparently it is seen that, the plaint is barred by any law then only the plaint can be rejected. The scope of inquiry while deciding this application is narrower.

7. On perusal of the plaint it can be seen that, the suit is filed for perpetual injunction. On perusal of paragraph No.2 of the plaint it appears that the plaintiff has filed the present suit in the capacity of president of Kukadi Gramin Pat Sanstha. It is contended that defendant No.1 and Kukadi Gramin Pat Sanstha have entered into leave and license agreement in respect of suit property for the period of fifteen years. It is further contended that the rent amount was fixed and Rs.6,000/- per month. It is further contended that things did not workout between the

defendant No.1 and Kukadi Gramin Pat Sanstha. Thereafter, defendant No.1 started obstructing the possession of the plaintiff over the suit property. Thus, the plaintiff was compelled to file the present suit.

8. The defendant has raised two grounds for rejection of the plaint. Firstly it is the contention of the defendant that leave and license agreement cannot be executed for the commercial purpose. Section 24 of the Maharashtra Rent Control Act only prescribes special procedure in respect of recovery of possession by the landlord who has let the premises on leave and license for residential purpose. However, there is no provision which prohibits the execution of leave and license agreement for commercial purpose. Moreover, the suit is for perpetual injunction and the issue can be decided only after evidence is adduced by both the parties.

9. The second ground raised by the defendant is in respect of non-registration of leave and license agreement. Section 55 of the Maharashtra Rent Control Act provides that the tenancy agreement or any leave and license agreement shall be in writing and shall be registered under the Registration Act. However, Section 55(2) casts burden on the landlord to get the agreement registered. In the present case the defendant No.1 is the landlord. Therefore, it was the responsibility of the defendant No.1 to get the leave and license agreement registered. Therefore, the defendant No.1 cannot take advantage of the fact that the leave and license agreement is unregistered. Moreover, the learned advocate for the plaintiff has placed reliance on the Judgments of Hon'ble Supreme Court to show

that unregistered instrument can be used for collateral purpose and same can be admitted in evidence. Moreover, the suit is for perpetual injunction and the issue regarding registration and validity of the leave and license agreement can be decided only after evidence is adduced by both the parties.

10. Thus, considering all above aspects, the contention of the defendant that the suit is barred by law, as the leave and license agreement is not registered is not sustainable at this stage. So, it can be safely concluded that, the application of the defendant is devoid of merits and liable to be rejected. Accordingly, I answer the point No. 1 in the negative and in result, to answer point No.2, I pass the following order.

ORDER

1. The application is rejected.
2. Cost in cause.

Place : Parner
Date :- 17/03/2026

(S.R.Kanakdande)
02nd Jt. Civil Judge, Junior Division,
Parner.