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PRACTICE NOTE — LANDLORD-TENANT & PROPERTY LAW

The Maharashtra Rent Control Act, 1999 (Mah. Act XVIII of 2000)

Applicability, standard rent & increases, eviction grounds, licence recovery before the Competent Authority, forum, appeal & limitation, and offences

STRUCTURE

9 Chapters, 60 Sections, 3 Schedules — in force 31 March 2000

REPEALS / UNIFIES

Bombay Rents, Hotel & Lodging House Rates Control Act, 1947 + C.P. & Berar and Hyderabad rent laws (S.58)

RENT ARREARS NOTICE — S.15(2)

90 days after written demand notice (S.106 TPA mode) before suing

APPEAL — S.34(2)

30 days (Limitation Act ss.4, 5, 12 apply) — no second appeal (S.34(3))

COMPETENT AUTHORITY — S.43

Tenant must file leave-to-defend affidavit within 30 days of summons; target disposal 6 months

APPLICABILITY & EXEMPTIONS

S.2 — WHERE & TO WHAT IT APPLIES

- Premises let for **residence, education, business, trade or storage** in areas in Schedules I & II (incl. Mumbai and areas earlier under the 1947 Act); State may extend/exclude by notification (S.2(4)).
- Applies to **premises** (building or part let/licensed separately) — vacant land is outside the Act.

S.3 — EXEMPTIONS

- **Government/local authority** premises (but applies where Government is the tenant).
- Premises let to **banks, PSUs, statutory corporations, foreign missions, MNCs, and private/public companies with paid-up capital of ₹1 crore or more** (S.3(1)(b)) — such lettings fall under the general law (TPA/Specific Relief), not this Act.
- State may exempt charitable/religious trust and university premises (S.3(2)).

S.6 — STANDARD RENT INAPPLICABLE TO FRESH LETTINGS

- Standard-rent and permitted-increase provisions do **not apply** to premises (in new or old buildings) **not let/licensed for a continuous period of one year** before commencement — a landlord's argument to resist standard-rent claims for such premises (exceptions: S.20/21 premises and Government/MHADA housing schemes).

STANDARD RENT, INCREASES & LANDLORD'S DUTIES

PROVISION	EFFECT
S.8 — Fixing standard rent	Court may fix standard rent/permitted increase on application or in a suit where rent is uncertain, nominal, let in parts/whole, or disputed. A tenant's application requires deposit/payment of the amount fixed by the court — failure to deposit means dismissal (S.8(3)(c)); in a rent suit the court can order interim deposits and, on default, bar the tenant from defending (S.8(4)). No appeal lies against these orders (S.8(5)); S.9 bars re-fixation once duly fixed.
S.10 — Excess rent illegal	Claiming/receiving more than standard rent + permitted increases is an offence — up to 3 months' imprisonment or ₹5,000 fine, or both (non-cognizable, S.53).
S.11 — Permitted increases	4% per annum (S.11(1)); reasonable increase for improvements with consent of 70% of tenants in writing (S.11(2)); up to 15% p.a. of expenses for special additions/improvements, with municipal certificate (S.11(3)); temporary increase up to 25% of standard rent for special/structural repairs, with architect/authority certificate (S.11(4)).
S.12–14	Increase for payment of rates/taxes (S.12); S.14 — landlord's duty to keep premises in good repair.
S.29 — Essential supplies	Landlord cannot cut off water, electricity, lights, lifts or sanitary service without just cause; tenant may apply to court for restoration (interim orders possible). Offence: up to 3 months or ₹1,000 or both. Tenant may approach the municipal/other authority directly without landlord's NOC (S.29(7)).
S.30, 31, 32	Residential-to-commercial conversion barred (up to 6 months/₹10,000); written receipt compulsory for every amount received (₹100/day default; receipt must be issued in the name of a deceased tenant's family member, S.31(2)); rent recoverable per British calendar.

RECOVERY OF POSSESSION — SECTION 16 GROUNDS

S.16(1)	GROUND FOR EVICTION BY THE COURT OF SMALL CAUSES / CIVIL JUDGE (S.33)
(a)	Waste/damage contrary to S.108(o) TPA (replacing tiles / closing balcony excluded).
(b)	Permanent structure erected without landlord's written consent (wooden partition, cooking platform, false ceiling, A/C etc. excluded).
(c)	Nuisance/annoyance to neighbours, or conviction for immoral/illegal use or specified municipal-law offences.
(d)	Tenant gave notice to quit and landlord, relying on it, contracted to sell/let and would be seriously prejudiced.
(e)	Unlawful sub-letting, licensing or assignment — on/after 1 Feb 1973 (ex-Bombay Act areas) or on/after commencement (Vidarbha/ Marathwada). Read with S.26 (bar absent contract) and S.25 (lawful sub-tenant becomes tenant on determination).
(f)	Service premises — tenant ceased employment (but see S.22 for the summary route).
(g)	Bona fide requirement for landlord's own occupation (or beneficiary / public charitable trust purposes). Subject to the comparative hardship test — S.16(2): no decree if greater hardship to tenant; partial decree if no hardship for part. Decree for (g)–(j) cannot be assigned (S.16(5)).
(h) – (k)	Repairs needing vacation (h); demolition and rebuilding (i); terrace tenements for additional floors (j); demolition ordered by municipal/ competent authority (k). For (i)/(j), court must be satisfied on funds, plans, equal number of tenements, undertaking of equivalent carpet area (±5%) , demolition within 1–3 months and construction within 15 months (extendable up to 12 months in aggregate) — S.16(6). Re-entry rights: S.17–21.
(l), (m), (n)	Garden land for approved building (l); tenant sub-lets at rent above standard rent or takes premium (m); non-user for 6 continuous months without reasonable cause before suit (n).

PROTECTION AGAINST EVICTION FOR ARREARS — SECTION 15

NO EJECTMENT WHILE TENANT IS READY AND WILLING TO PAY

- Landlord cannot recover possession so long as the tenant **pays or is ready and willing to pay** standard rent and permitted increases and observes other lawful conditions (S.15(1)).
- Pre-suit notice**: no suit for arrears-based eviction until **90 days** after written demand served as per S.106 TPA (S.15(2)).
- Relief against decree**: no decree if, within **90 days of service of summons**, the tenant pays/tenders arrears with **15% p.a. simple interest**, continues to pay regularly until final decision, and pays costs (S.15(3)). Court may release deposited sums to landlord pending suit (S.15(4)).

SUMMARY RECOVERY — COMPETENT AUTHORITY (CHAPTERS V & VIII)

PROVISION	EFFECT
S.22 — Service tenancy	Written service-tenancy agreement lasts during employment; on cessation, landlord must apply to the Competent Authority within 30 days (delay condonable for sufficient cause). Order stays while a dispute over the employee's termination is pending before a competent forum.
S.23	Special summary rights for members of the armed forces, scientists and Government servants (and successors) — see Act for conditions.
S.24 — Residential licence	Licensee must hand over possession on expiry of licence period; landlord applies to the Competent Authority , who orders eviction on being satisfied the period has expired. Licensee holding over pays damages at double the licence fee (S.24(2)). A written licence agreement is conclusive evidence of its contents; the authority will not entertain claims by non-licensees (S.24(3)).
S.42–43 — Procedure	Application drafted/verified like a plaint (Order VI Rr.14–15 CPC); summons also by RPAD. Tenant/licensee must file an affidavit within 30 days stating grounds and obtain leave to contest ; default = landlord's averments deemed admitted and eviction order follows (S.43(4)). If leave is granted, hearing day-to-day, decision targeted within 6 months ; Small Causes procedure applies (S.43(5)).
S.44–45, 47	No appeal ; revision to the State Government / authorised officer (Additional Divisional Commissioner rank or above) within 90 days (S.44). Non-compliance within 30 days of finality — authority may evict with force (S.45). Civil courts barred (S.47).

FORUM, APPEAL & LIMITATION — CHAPTER VII

ITEM	POSITION
S.33 — Jurisdiction	Exclusive jurisdiction over landlord-tenant suits for rent/possession and Act applications: Court of Small Causes, Mumbai (Brihan Mumbai); other Small Causes courts; elsewhere the Civil Judge (Junior Division) (else Senior Division) — irrespective of pecuniary value. District Court may withdraw/transfer from a Small Causes court to Civil Judge (S.33(2)).
S.34 — Appeal	Mumbai: appeal to a bench of two Judges of the Small Causes Court (excluding the deciding Judge). Elsewhere: to the District Court. 30 days ; no further appeal (S.34(3)). No appeal from standard-rent/permitted-increase orders (unless the suit itself is appealable), essential-supply orders, or small rent suits up to ₹10,000 (Mumbai). Revisional power to check legality where no appeal lies (S.34(4)).
S.35, 36, 37	Title disputes: party may sue in a competent court (S.35). Compensation up to ₹2,000 for false/frivolous/vexatious proceedings (S.36). Prescribed procedure applies (S.37).
S.38 — Time targets	Suits: endeavour to dispose within 12 months of service of summons; appeals within 6 months of notice to respondent.

REGISTRATION, OFFENCES & PENALTIES

S.55 — COMPULSORY REGISTRATION

- Every post-commencement **letting or leave-and-licence agreement must be in writing and registered** (Registration Act, 1908). Responsibility is on the **landlord**; absent a registered writing, the **tenant's version of terms prevails** unless disproved (S.55(2)). Contravention: up to 3 months or ₹5,000, or both.
- S.56 permits lawful charges: tenant may take consideration for relinquishing/assigning tenancy; landlord may take premium on lease grant/renewal/consent to transfer.

S.53–54 — COGNIZABILITY & COMPANY LIABILITY

- S.10 offence **non-cognizable**; offences under S.17, 18, 19, 21, 29, 30, 31 **cognizable**, triable by MM/JMFC or above (S.53).
- Offences by companies/firms: every person in charge deemed guilty unless lack of knowledge/consent is proved (S.54).

PRACTICE NOTES

Choose the Forum by Nature of Occupation

Residential **licence expiry** and service tenancy → Competent Authority (summary, no appeal). A genuine **tenancy** or any business premises → Small Causes Court suit under S.33. Pleading the wrong forum invites a jurisdictional bar (S.47).

Check the ₹1-Crore Company Exemption First

Before relying on this Act for a corporate tenant, verify paid-up capital and entity type under S.3(1)(b) — such tenancies are outside the Act and are governed by general law.

Registered Agreement & Receipts Are the Landlord's Burden

Advise landlords to register every agreement and issue S.31 receipts — an unregistered arrangement lets the tenant's version of terms prevail (S.55(2)) and exposes the landlord to criminal liability.

Diarise 30 / 90-Day Windows

30 days: appeal (S.34), leave-to-defend affidavit (S.43(4)), S.22 application. 90 days: arrears notice and tenant's cure period (S.15), revision against Competent Authority order (S.44). Review current High Court practice on challenges to Competent Authority orders (writ jurisdiction) before advising.

For internal practice reference only — highlights select provisions of the Maharashtra Rent Control Act, 1999 as per the India Code text; amendments, Rules (Maharashtra Rent Control Rules), Schedule-wise area applicability and later case law are not fully covered. Cross-check section text, any amendments and the latest High Court rulings before relying in advice or proceedings. Prepared 6 October 2026.

Primary source: The Maharashtra Rent Control Act, 1999 (indiacode.nic.in); supplementary commentary via Vidhi Judicial Academy, iPleaders, Legitquest and Casemine.