

FARAD CONTINUATION SHEET NO.
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO.4128 OF 2014

Devidas Ramrao Deshmukh

-vs-

Nagpur Improvement Trust, Nagpur and others

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders.

Mr.S.K.Tambde, counsel for the petitioner.

Mr.R.O.Chhabra, counsel for the respondent Nos.1 to 3.

CORAM : SMT.VASANTI A. NAIK &
A.M.BADAR, JJ.

DATE : 27.07.2015.

By this petition, the petitioner impugns the communication of the Nagpur Improvement Trust, dated 07/09/2010 at Annexure-N and the undated communication at Annexure-O, rejecting the proposals of the petitioner for regularization of the plot under the provisions of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001.

The petitioner claims to be the member of the Cooperative Housing Society and further claims that he had purchased Plot No.107 from the said Society under an agreement of sale and the possession of the plot is with the petitioner. The petitioner applied to the Nagpur Improvement Trust for regularization of Plot No.107 in the year 2003. It is the case of the petitioner that the petitioner was asked to produce certain documents and the same were produced. Since the regularization was not done, the petitioner made representations to the Nagpur Improvement Trust in the years 2009, 2010 and 2011 for regularization of Plot No.107. By the impugned communications, the said proposals were rejected.

On hearing the learned counsel for the parties and on a perusal of the affidavit-in-reply filed on behalf of the respondent-Trust, it appears that the relief sought by the petitioner cannot be

granted. It appears that the plan of the cooperative housing society was accorded sanction by the Nagpur Improvement Trust under the Maharashtra Gunthewari Developments (Regularization, Upgradation and Control) Act, 2001 on 23/09/2002. In this plan, Plot No.107 was not in existence at all. The plan of the society was accorded sanction by the Nagpur Improvement Trust on 23/09/2002 and since Plot No.107 was not shown in the said plan, the Nagpur Improvement Trust rightly rejected the application of the petitioner for regularization of Plot No.107 of the layout. According to the Nagpur Improvement Trust, even the first application for regularization of the plot was made by the petitioner, after the layout of the Society was sanctioned on 23/09/2002. Also, though the petitioner had stated that the petitioner had agreed to purchase Plot No.107 by an agreement of sale, dated 17/10/1998, the document produced by the respondent-Trust on record does not show that the petitioner had agreed to purchase the said plot from the housing society. The agreement speaks only of a proposed gift deed. The regularization of the plot cannot be made on the basis of an agreement to execute a gift deed, specially, after the plan of the cooperative housing society is sanctioned by the Nagpur Improvement Trust and the said plan of the society does not show the existence of Plot No.107. In the circumstances of the case, we do not find any error in the action of the Nagpur Improvement Trust in rejecting the proposal of the petitioner for regularization of Plot No.107. The reliance placed by the learned counsel for the petitioner on the sale deed in respect of Plot No.107, dated 04/09/2009 to seek the regularization is not well founded, as even before the execution of the sale deed, the plan of the society which did not include Plot No.107 was sanctioned by the Nagpur Improvement Trust on 23/09/2002.

Since there is no merit in the writ petition, the same is dismissed with no order as to costs.

JUDGE

JUDGE