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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO.3083 OF 2005

Dadu Vasant Bankar, through
his next friend

..PETITIONER

VERSUS

The State of Maharashtra & ors.

..RESPONDENTS

Mr A.K. Gawali, Advocate for petitioner;
Ms S.S. Raut, Asstt. Government Pleader for respondents no.1 to 4

**CORAM : S. V. GANGAPURWALA
AND N.W. SAMBRE, JJ.**

DATE : 14th September, 2016

ORAL ORDER :

We have heard Mr Gawali, learned Counsel for the petitioner and
the learned Asstt. Govt. Pleader.

2. This Court, on 21st November, 2005, had passed the following
order :-

“ Heard.

2. Rule.

3. In the meanwhile, by way of interim relief, petitioner is
allowed to continue the business as per the terms of the
agreement. He shall comply with condition Nos.8 and 9 and
shall also be allowed to carry on xerox business on condition
that the petitioner himself will attend the business. The

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business should be run during the office hours from 10.00 a.m. to 6.00 a.m. with the help of one attendant. In case of violation of the conditions, liberty to the respondents to move the Court for vacating interim relief.”

3. It would appear that pursuant to the said order, the petitioner was allowed to continue the business as per the terms of the agreement. He was also directed to comply with condition nos.8 and 9 and he was allowed to do the business himself and during the office hours from 10.00 a.m. to 6.00 p.m. with the help of one attendant. In case of violation of the conditions, liberty was granted to the respondents to move the court for vacating the interim relief.

4. Almost eleven years have lapsed, the said order is in force.

5. With the passage of time, the said order and the original agreement between the parties would lose its efficacy.

6. In case any fresh agreement is executed between parties, the parties will be governed by the fresh agreement entered into between them. In case there is renewal clause, the parties may act upon the same, of course, subject to compliance of the terms and conditions of the agreement.

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7. In case the petitioner is prejudiced by some subsequent act or actions of the respondents, the petitioner is at liberty to assail the same.

8. Writ Petition accordingly disposed of. Rule discharged. No costs.

(N.W. SAMBRE, J.)

(S.V. GANGAPURWALA, J.)

amj