

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO. 2611 OF 2016

M/s. Ginni Agro Products Pvt. Ltd., Nagpur, thr. Its Authorized Director

-vs-

Nagpur Improvement Trust, Nagpur, thr.its Chairman

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

Court's or Judge's Orders.

Mr. N.G.Jetha, counsel for the petitioner.
Mr. R.O.Chhabra, counsel for the respondent.

CORAM : SMT. VASANTI A NAIK &
MRS. SWAPNA JOSHI, JJ.

DATE : 08.08.2016.

By this writ petition, the petitioner seeks a direction against the respondent-Nagpur Improvement Trust to hand over possession of 80.62 sq.mtrs. of conservancy lane as per the letter of allotment, dated 31.12.2013.

Shri N.G.Jetha, the learned counsel for the petitioner, states that the respondent-Nagpur Improvement Trust had decided to allot 80.62 sq.mtrs. of land to the petitioner for an amount of Rs.32,48,986/-. It is stated that in pursuance of the communication, dated 31.12.2013, the petitioner deposited the aforesaid amount on 31.01.2014. It is stated that though the petitioner has deposited the amount, the respondent-Nagpur Improvement Trust has not handed over the possession of the land to the petitioner, till date.

Shri R. O. Chhabra, the learned counsel for the respondent-Nagpur Improvement Trust, submitted that there is encroachment on a part of the land that was sought to be allotted to the petitioner and three suits have been filed by the encroachers seeking permanent injunction against the Nagpur Improvement Trust and some other parties including the petitioner. It is stated that in this background, the Nagpur Improvement Trust cannot be directed to hand over the possession of 80.62 sq.mtrs. of land to the petitioner. It is stated that

the possession of 51.435 sq.mtrs. of land is handed to the petitioner and the Nagpur Improvement Trust is ready to refund the sum of Rs.11,76,156/- to the petitioner for not granting the lease of the remaining land. It is stated that since the possession of 51.435 sq.mtrs. of land is handed over to the petitioner, the respondent would execute the lease deed in favour of the petitioner, in respect of the said land, only after the petitioner completes the formalities.

Shri N.G.Jetha, the learned counsel for the petitioner, states that the petitioner has no objection if the Nagpur Improvement Trust grants a lease deed in respect of 51.435 sq.mtrs. of land in favour of the petitioner and returns the amount of Rs.11,76,156/-. It is stated that the petitioner would complete the formalities shortly and the respondent-Nagpur Improvement Trust may be directed to execute the lease deed within one month from the completion of the formalities.

In view of the statements recorded herein above, we dispose of the writ petition with a direction to the respondent-Nagpur Improvement Trust to return the amount of Rs.11,76,156/- to the petitioner within fifteen days and execute the lease deed in favour of the petitioner in respect of 51.435 sq.mtrs. of land within one month from the date of completion of the formalities by the petitioner. Order accordingly. No costs.

JUDGE

JUDGE

C E R T I F I C A T E

I certify that this Order uploaded is a true and correct copy of original signed Order.

Uploaded by : G.S.Khunte,
P.A.to Hon'ble Judge

Uploaded on : 10/08/2016