

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 2490 OF 2017

Pandit Bajirao Kawte

.. **Petitioner**

Versus

The State of Maharashtra and others

.. **Respondents**

Shri Sambhaji S. Tope, Advocate for the Petitioner.

Mrs. Vaishali Patil-Jadhav, A.G.P. for Respondent No. 1.

Shri Ajay S. Deshpande, Advocate for Respondent Nos. 2 and 3.

Respondent No. 4 served.

**CORAM : S. V. GANGAPURWALA &
A. M. DHAVALA, JJ.**

DATE : 1st February, 2018

PER COURT :

1. We have heard Mr. Tope, learned advocate for the petitioner and Mr. Deshpande, learned advocate for the respondent Nos. 2 and 3.

2. The learned advocate for the petitioner submits that the Agreement to Lease was executed in favour of the petitioner on 8th June, 2006. As per Clause 6(D) the petitioner could construct

on the said plot within a period of six years i.e. up to the year-2012. The petitioner completed his construction in the year 2009 itself, however, could not file an application seeking Occupancy Certificate and the said application was filed only in the year 2016. The learned advocate relies on the letter of the Architect, letter of the Bank showing the extent of the construction carried out and to buttress his submission that entire construction was completed by the end of the year 2009. According to the learned advocate, when the constructions was completed in the year 2009, only because of technical flaw the respondents could not have charged additional lease premium.

3. Mr. Deshpande, learned advocate for the respondents supports the order and submits that it was incumbent upon the petitioner to obtain Occupancy Certificate within the stipulated period. The additional lease premium is rightly charged.

4. It is for the authorities to be satisfied about the completion of the construction on the writ plot.

5. The petitioner may approach the authorities with all the

necessary documents to substantiate his contention about the construction being completed in the year 2009. If the authorities are satisfied that the petitioner had completed his construction within the stipulated period, then the authorities may reconsider their decision of imposing the additional lease premium as is permissible in law, expeditiously and preferably within three months.

6. The writ petition is accordingly disposed of. No costs.

[A. M. DHAVAL, J.]

[S. V. GANGAPURWALA, J.]

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