

Urmila Ingale

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 5434 OF 2017

Dombivli Shikshan Prasarak Mandal	.. Petitioner
Vs.	
Maharashtra Industrial Development Corporation and ors.	.. Respondents

Mrs.Anjali Purav Yajurvedi a/w Ms.Swati Sharma, for the Petitioner.
Mr.Prashant Chawan a/w Ms.Chaitrali Khandare I/b Mr.Navdeep Vora Associates, for Respondents No. 1 to 4.

**CORAM : B.R.GAVAI &
M.S.KARNIK, JJ.
DATE : 11th SEPTEMBER, 2018**

P.C. :

. The petitioner by way of present Petition seeks direction to the respondents to execute a lease deed in favour of the petitioner for a period of 30 years in pursuance to the resolution of the Board of Directors of respondent No.1 dated 12/08/2011.

2. In response to the directions issued by this Court an

affidavit is filed by respondent No.1 stating therein that the said respondent has done whatever possible on its part to get the lease deed executed.

3. Learned Counsel for the petitioner submits that lease deed which is forwarded by respondent No.1 to the petitioner is not as per the resolution of respondent No.1 dated 12/08/2011. It is stated that various other conditions have been incorporated in the said lease deed and therefore the petitioner was not willing to execute the said lease deed.

4. As to what terms and conditions should form the part of the lease deed is for the lessor to determine. The Court while exercising its writ jurisdiction under Article 226 of the Constitution of India cannot direct the respondent to impose such of the conditions which the petitioner finds it appropriate in the lease deed.

5. In that view of the matter, we are not inclined to

entertain the present Petition while exercising writ jurisdiction under Article 226 of the Constitution of India. The Petition therefore rejected.

(M.S.KARNIK, J.)

(B.R.GAVAI, J.)