

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

**WRIT PETITION NO. 8665 OF 2016**

Anuradha Babruvan Ingle and another .. Petitioners

**Versus**

The State of Maharashtra and others .. Respondents

Shri Narsing B. Jadhav, Advocate for Petitioners.

Shri S. B. Pulkundwar, A.G.P. for the Respondent No. 1.

The respondent No. 2 is served.

Shri A. S. Bajaj, Advocate for the Respondent No. 3

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

**DATE : 29TH APRIL, 2019.**

**FINAL ORDER :**

. Mr. Jadhav, the learned advocate for the petitioner submits that, the demand of additional lease premium by the respondent No. 3 is erroneous and against the agreement, so also the rules. The learned counsel submits that, for not carrying out construction within stipulated period, the petitioner was imposed with fine. The petitioner deposited the said fine. The petitioner had the period upto 13.03.2012 to go for construction. The petitioner also applied for construction permission on 12.03.2012. The plan submitted by the petitioner was sanctioned by the Municipal Corporation on 17.10.2012. The Collector imposed

ban on construction because of the drought situation in the year 2012. The learned counsel submits that, seven months were lost in getting permission at the hands of the Municipal Corporation. Thereafter, the petitioner completed construction in 2013. The petitioner applied for occupancy certificate in November 2015 and in January 2016 impugned notice is issued. According to the learned counsel the fact of extension granted by the respondent No. 3, so also time consumed by the Municipal Corporation and the period for which ban was imposed by the Collector had not been considered by the CIDCO. The demand of additional lease premium without considering above said aspects is erroneous. Said action is also illegal.

2. Mr. Bajaj, the learned advocate for the respondent No. 3 submits that, the petitioner applied for occupancy certificate on 17.11.2015 and as per the condition of agreement to lease and allotment letter the petitioner is bound to pay additional lease premium.

3. We have considered the submissions canvassed by the learned counsel for respective parties. The relationship between the petitioner and the respondent No. 3/CIDCO is governed by the agreement to lease. Contractual relationship in terms of contract permits the respondent No. 3 to charge additional lease premium. The fact remains that within prescribed period

construction was not carried out and occupancy certificate was applied on 17.11.2015.

4. Considering the above, we do not find that the action of respondent No. 3 in levying additional lease premium to be erroneous. In the light of the above, the writ petition is disposed of. No costs.

**[A. M. DHAVAL, J.]**

**[S. V. GANGAPURWALA, J.]**

*bsb / April 19*