

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

PUBLIC INTEREST LITIGATION NO.216 OF 2009

Shri. Vijay Tulshidas Katore

..Petitioner

Versus

M/s. Insuitech Finance & Securities Ltd.

Through its Director -

Shri. Tarachand Devisahai Gupta and others

..Respondents

None for the Petitioner.

Mr. Hasan Pasha Patel, Advocate for Respondent No.1.

Mr. Ameya Tamhane I/by Ms. Seema Sarnaik, Advocate for Respondent Nos.3 to 8.

Mr. P. P. Kakade, Govt. Pleader a/w Ms. Nisha Mehra, AGP for Respondent Nos.9 to 13.

**CORAM : PRADEEP NANDRAJOG, C.J. &
N. M. JAMDAR, J.**

DATE : 8th JULY, 2019

P.C.

1] Notwithstanding there being no representation from the side of the Petitioner, having perused the averments in the Public Interest Litigation, we are constrained to pass effective orders.

2] Respondent Nos.2 to 8 were the owners of land admeasuring 43,000 sq.mtr. entered in survey Nos.263/2, 3, 4 and 5 at Nashik.

3] In proceedings under Urban Land (Ceiling & Regulation) Act, 1976, the competent authority declared 41,000 sq.mtr. land as excess. The owners sought permission to implement a scheme under Section 20 of the Act and on the terms contained in an order dated 27th August 1993 were allowed to retain excess land save and except 8668 sq.mtrs. which vested in the State of Maharashtra and in the record of the survey vide entry No.40018 dated 31st May 1999 name of State of Maharashtra was entered in respect of said land.

4] On 15th March 2007, Respondent Nos.2 to 8 executed a development agreement with the 1st Respondent and got the same registered with the Sub Registrar Class II, Nashik. In the said development agreement subject matter of the land referred to was the entire 41,000 sq.mtr. land which was declared surplus.

5] Prayer made in the Petition is to direct the Collector to scrutinize the documents and take necessary action.

6] In the reply filed by Respondent No.9, there is an admission to all the facts we have adverted to herein-above. Admitting the mistake but taking the plea that since no transfer of title has taken place under the development agreement, no injury has resulted.

7] In our opinion, if the development agreement, as registered, is allowed to remain in the records of the Sub-Registrar,

innocent buyers would be misled to believe as if entire land is capable of being developed upon by Respondent No.1.

8] Thus, we dispose of the Petition directing Respondent No.9 to issue notice to the parties who are executants of the development agreement. The registered agreement would be cancelled in the records of Respondent No.9. Post notice to the executants, the Respondent No.9 would seize the registered document available with said Respondent and shall affix a stamp of cancellation thereon. The Collector district Nashik would ensure that no part of 8668 sq.mtr. land vested in the State of Maharashtra is permitted to be developed or encroached upon.

N. M. JAMDAR, J

CHIEF JUSTICE