

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

**Writ Petition No.5092 of 2018**  
**Homdas Upre Vs. Meerabai Gaurkar and Anr.**

-----  
Office Notes, Office Memoranda of Coram,  
appearances, Court's orders of directions  
and Registrar's orders  
-----

Court's or Judge's orders

Mr. N.R. Bhishikar, Advocate for petitioner  
Mr. A.A. Dhawas, Advocate for respondent No.1  
Mr. Rohan Chandurkar, Advocate for respondent No.2.

**CORAM : MANISH PITALE, J.**

**DATED : DECEMBER 18, 2019**

By this writ petition, the petitioner (original plaintiff) has challenged concurrent rejection of application for temporary injunction filed by the petitioner in the pending suit.

2. The petitioner has filed suit for declaration and permanent injunction against the respondents, claiming that the respondent No.1 or any person through her would not be entitled to compensation and other benefits to be given by respondent No.2 - Western Coal Fields Limited for acquisition of land in question.

3. According to the petitioner, the respondent No.1, who is an aunt of the petitioner along with another aunt had executed a consent deed on 07/08/1989, whereby they had voluntarily given up

their right to compensation if the respondent No.2 acquired land in question.

4. Upon the process of acquisition undertaken by the respondent No.2, according to the petitioner, not only was the petitioner entitled to monetary compensation as per the said consent deed, but, also for the benefit of grant of employment as per the policy of the respondent No.2 concerning acquisition of the land. During pendency of the aforesaid suit an application for grant of temporary injunction was moved on behalf of the petitioner with specific prayer that the respondent No.2 be restrained from giving employment to the heirs of the respondent No.1 in terms of the policy, during pendency of the suit.

5. The Trial Court as well as the Appellate Court have concurrently held that the petitioner is not entitled to grant of temporary injunction. It is found that a bare reading of the aforesaid consent deed would show that it concerns only the question of entitlement towards monetary compensation for acquisition of land by the respondent No.2.

6. The learned counsel appearing for the petitioner submitted that when the consent deed was executed in the year 1989, the policy of the respondent No.2 was not contemplated that along with monetary compensation, further compensation in the form of

grant of employment to the claimant or his relatives would be granted. In this situation, it was submitted that a proper reading of the said consent deed would show that the petitioner was entitled to entire package of compensation to be given by the respondent No.2 for acquisition of land.

7. The reasoning adopted by the two Courts below concurrently shows that the document in question has been perused and a *prima faice* finding has been rendered to the effect that the document does not concern anything beyond the question of monetary compensation for acquisition of the land. This Court finds that no error can be attributed to the reasoning adopted by the two Courts and that no interference is warranted in the same.

8. At the same time, it is made clear that any observations made by the two Courts below for deciding the question of grant of temporary injunction will not influence the Trial Court, while deciding the suit filed by the petitioner.

9. In view of above, the writ petition is dismissed.

JUDGE