

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

Writ Petition No.5304 of 2015

Central India Power Company Ltd., Civil Lines, Nagpur, through its Director
Shri V. Krishnadas Balan, and another

Versus

State of Maharashtra, through Principal Secretary, Department of Industries,
Power & Labour, Mantralaya, Mumbai, and others.

Office Notes, Memoranda of Coram,
appearances, Court's orders or directions Court's or Judge's orders
and Registrar's order

Shri Shyam Dewani with Shri D.V. Chauhan, Advocates for Petitioners.
Shri A.S. Fulzele, Additional Government Pleader for Respondent
Nos.1 and 3.

Shri M.M. Agnihotri, Advocate for Respondent No.2.

Shri C.S. Samudra, Advocate for Respondent No.4.

Smt. Mugdha Chandurkar, Advocate for Respondent No.5.

Coram : R.K. Deshpande & Vinay Joshi, JJ.

Date : 19th June, 2019

This matter was heard on several occasions and the possibility of settlement was explored.

The respondent No.2- MIDC has given a fresh offer dated 18-2-2019 to the petitioners to pay the balance amount of Rs.5,80,00,000/- for allotment of land, admeasuring 500 hectares, comprising of Plot No.B-2 in Bhadrawati Major Industrial Area. According to the offer letter, the balance payment is required to be made within a period of thirty days from the date of the order of allotment.

The petitioners have filed a pursis dated 19-6-2019 accepting such offer, but claiming some more time to make the balance payment

of Rs.5,80,00,000/-. Inviting our attention to the circular-letter dated 22-1-2014 and particularly Clause 3 therein, Shri Agnihotri, the learned counsel appearing for the respondent No.2- MIDC, has urged that if there is delay in making the payment, it can be condoned for a period of 180 days upon the condition that after expiry of thirty days, the balance amount shall be paid along with interest as per the prevailing Bank-rate.

Keeping in view the facts and circumstances of this case, we think that the petitioners can be granted time of ninety days from today to make the entire balance payment. However, if such payment is not made within the stipulated period, the order of allotment dated 18-2-2019 shall stand revoked.

Upon receipt of the entire balance payment and execution of agreement to lease by the respondent No.2- MIDC, the MIDC shall hand over the vacant possession of the plot in question to the petitioners, and for removal of encroachment, if any, the police aid can be taken, which shall be provided upon payment of requisite charges.

The petition stands disposed of in the aforesaid terms.

The parties to act accordingly.

(Vinay Joshi, J.)

(R.K. Deshpande, J.)