

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Writ Petition NO. 4191 OF 2015

Tarapur Industries Private Limited
And Anr.

...Petitioners

Versus

Maharashtra Industrial Development Corporation
And Ors.

...Respondents

....

Mr. Rohan Cama & Mr. Anish Karande a/w. Rahul P. Jain i/b. Alpha Chambers, for the Petitioners.

Ms. Shyamali Gadre a/w. Tanvi Doshi & Pradnyesh Lokegaonkar i/b. Little & Co. for the Respondents.

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**CORAM : K.K. TATED &
SARANG V. KOTWAL, JJ.**

RESERVED ON : 22nd JANUARY, 2020

PRONOUNCED ON : 05th FEBRUARY, 2020

JUDGMENT: (Per Sarang V. Kotwal, J.)

1. Petitioner No.1 is a Private Limited Company engaged in manufacturing and export of the textile products. Petitioner No.2 – Mr.Bimal Joukani is a Director of Petitioner No.1. Respondent No.1 – Maharashtra Industrial Development Corporation was set up as a Corporation pursuant to the Maharashtra Industrial Development Act, 1961. Respondent Nos.2, 3 and 4 are its various officers.

2. The dispute between the parties is in respect of allotment of a Plot admeasuring 9962 square meters bearing Plot No.L-98 situate at Chemical Zone of Tarapur Industrial area (hereinafter referred to as the 'subject property'). By the amended prayer (c-1), the Petitioners are seeking directions to the Respondents to execute the lease agreement with the petitioners in respect of the subject property. The other prayers are made for actual possession of the subject property and for striking down and cancellation of notices dated 27.8.2013 and 2.4.2015 issued by the Respondents. Vide notice dated 27.8.2013, Petitioner No.2 was called upon to pay 30% Differential Premium by adjusting the payments already made by him. The notice, thus, demanded an amount of Rs.27,69,400/-. The notice dated 2.4.2015 again was issued by Respondent No.1 to Petitioner No.2 cancelling the original allotment order dated 13.12.2006 in respect of the subject property.

3. During pendency of this Petition, the parties entered into Minutes of Order dated 24.4.2019. This Court (Coram: A.A. Sayed & R.I. Chagla, JJ.), vide order dated 24.4.2019, had directed the

parties to act in terms of said Minutes of Order. Those Minutes of Order contained thirteen clauses. Vide Clause-1, Petitioner No.1 had undertaken to deposit the aforesaid sum of Rs.27,69,400/- with the Registrar of this Court. The amount was to be kept in the Fixed Deposit initially for a period of six months which was to be renewed thereafter on six monthly basis. The said deposit was made without prejudice to the rights and contentions of the Petitioners. Clauses-2, 3 and 4 dealt with execution of the agreement to lease the subject property and regarding giving vacant physical possession by Respondent No.1. Clause-4 also provided for submitting building plans by the Petitioners. Other Clauses supplemented these important Clauses, and in particular Clause-8 provided that the show-cause notice dated 11.3.2015 and the order of Respondent No.1 dated 2.4.2015 were quashed and set aside.

4. In view of these Minutes of Order, the only issue which remains to be decided, as per Clause-7 of those Minutes, is in respect of the amount of Rs.27,69,400/-. Clause-7 reads thus :

“7. This Petition shall be restricted only to the limited aspect of the liability, if any, of the Petitioner to pay the above sum of Rs.27,69,400/- towards differential premium. The Petition, on this limited aspect of differential premium shall be disposed of finally at the stage of admission.”

. Therefore we are only dealing with this issue specifically, as all other issues are taken care of, by those Minutes of Order.

5. The brief facts mentioned in the Petition are as follows:

. According to the Petitioners, Petitioner No.2 – Mr.Bimal Joukani was on look out for expanding his business activities and for setting up an export oriented unit. On 30.6.2006, Petitioner No.2 made an application to the C.E.O. of Respondent No.1 for purchase of Amenity Plot No.9 in Tarapur MIDC. The application was signed by Petitioner No.2 and he had described himself as Partner of M/s. Lanvin Textile Mills. Respondent No.4 i.e. the Area Manager, MIDC Regional Office, issued an offer letter dated 16.10.2006 addressed to Petitioner No.2 and other Partners of M/s. Lanvin Textile Mills offering them land admeasuring 9962 square meters from the Amenity Plot No.AM-7 at the rate of Rs.1,400/- per

square meter. Accordingly, M/s. Lanvin Textile Mills submitted the application along with demand draft for Rs.69,73,400/- as demanded through the offer letter issued by Respondent No.4.

. The offer letter dated 16.10.2006 was addressed thus :

“MR. BIMAL KALYANDAS JOUKANI AND OTHERS
PARTNERS OF M/S. LANVIN TEXTILE MILLS
Lanvin Group, 26/28, Mohan Niwas,
Old Hanuman Lane, Kalbadevi Road,
Mumbai – 400002.”

6. Petitioner No.2 addressed a letter dated 6.11.2006 to the Regional Manager of Respondent No.1 requesting him to correct the name of the Company in the allotment letter to read as “Mr.Bimal Kalyandas Joukani, Partner of Lanvin Textile mill and a proposer of a Pvt. Ltd. Company”. It was mentioned in the letter that they intended to convert the Company to a Private Limited Company.

7. Respondent No.4, vide order dated 13.12.2006, sanctioned allotment of the land admeasuring 9962 square meters comprising of the subject property i.e. Plot No.L-98 in Tarapur Industrial Area. The allotment order mentions that the subject property was allotted to (1) Mr. Bimal Kalyandas Joukani, (2) Mr. Prakash

Kalyandas Joukani and (3) Mr. Balkishan Kalyandas Joukani, the Partners of M/s. Lanvin Textile Mills and proposed Private Limited Company, for payment of the premium of Rs.1,39,46,800/- at the rate of Rs.1400/- per square meter.

8. According to the Petitioners, the Respondents were paid the balance sum in respect of allotment of the subject property and they were requested vide letter dated 13.1.2007 to execute the final lease deed.

9. The letter dated 9.4.2008 issued in the name of Petitioner No.2 and other Partners of M/s. Lanvin Textile Mills by Respondent No.4 notes that these Partners had floated a Private Limited Company and the documents in respect of M/s. Trinity Dyeing and Printing Mills Private Limited were submitted to Respondent No.4. They were also called upon by the Respondents to execute the agreement for lease, and to withdraw the proposal of transfer of plot in the name of M/s. Trinity Dyeing and Printing Mills Private Limited.

10. Vide letter dated 15.7.2008, Petitioner No.2 replied to this letter and specifically requested the Respondents to execute the

lease deed in respect of the subject property in his favour as Proposer of Private Limited Company to be formed on a later date. It was further mentioned that Petitioner No.2 for the time being had dropped the proposal to form a Private Limited Company or Partnership Company. Petitioner No.2 also referred to the application made to the Respondents to point out that the application was made by him in his personal capacity and not as a Partner of the Partnership as was declared in the allotment order.

11. However nothing further transpired and, therefore, on 26.7.2011 Petitioner No.2 sent a letter to Respondent No.4 asking for possession of the subject property.

12. Vide letter dated 5.1.2012, Respondent No.4 addressed a reply to the Petitioner No.2s' letter dated 26.7.2011. This reply was addressed to Petitioner No.2 and others described as Partners of M/s. Lanvin Textile Mills & proposed Private Limited. In this letter dated 5.1.2012, Respondent No.4 clearly mentioned that the Corporation had decided to transfer the subject property in favour of Petitioner No.2 who was described as Promoter of the proposed Private Limited company on the condition of payment of

Rs.7,97,000/- towards the Differential Premium in addition to other charges.

13. Petitioner No.2 promptly made payment of the amounts demanded from him and sent a letter dated 3.2.2012 recording this fact and requesting handing over of the subject property.

14. Vide letter dated 15.3.2012, Respondent No.4 accepted that since the payment as demanded was made, the plot was transferred in favour of Petitioner No.2 described as 'Promoter of proposed Pvt. Ltd.'. He was directed to form a Private Limited Company within sixty days of the order. This letter again was addressed to Petitioner No.2 and others as Partners of M/s. Lanvin Textile Mills & proposed Private Limited.

15. Petitioner No.2 complied with this letter dated 15.3.2012 and informed the Respondents about such compliance through his letter dated 15.5.2012 and requested to hand over the possession of the subject property by executing the deed in the name of Petitioner No.1. The documents in respect of formation of Petitioner No.1 Company were enclosed with this letter. The Respondents asked for a few more documents, viz, C.A. Certificates

showing list of Directors etc. and certified copy of incorporation certificate dated 27.4.2012. Even these requirements were complied with by the Petitioners but neither the lease deed was executed nor possession of the subject property was handed over to the Petitioners.

16. Respondent No.4 sent a letter dated 27.8.2013 to Petitioner No.2 describing him as the Promoter of Proposed Private Limited, informing him that Respondent No.1 had decided to transfer the subject property in favour of Petitioner No.1 subject to the condition that Petitioner No.2 paid 30% Differential Premium to the Corporation. Adjusting the payment already made, the balance amount of Rs.27,69,400/- was demanded by the Respondents from Petitioner No.2. This particular letter, in respect of demand of the said amount, is under challenge in this Petition and at present we are considering this very issue.

17. Some further correspondence ensued between the parties and finally on 11.3.2015, the Respondent issued a notice cancelling the allotment of the subject property. It was mentioned in the notice that the allottee had failed to execute the agreement for

lease, had failed to take over possession of the subject property and had even failed to form the Private Limited Company within the stipulated period mentioned in the transfer order.

18. The Petitioners replied to this notice, but, the Respondents vide further notice dated 2.4.2015 rejected the explanation and informed the Petitioners that the Respondents would resume the possession of the subject property on 8.4.2015. This notice is also challenged by the Petitioners vide prayer clause (b) made in the Petition. After receipt of the notice dated 2.4.2015, the Petitioners have preferred the present Petition before this Court.

19. Respondent No.4 filed affidavit-in-reply on behalf of the Respondents. The affidavit-in-reply was affirmed on 22.12.2015. It was contended in the affidavit that Petitioner No.1 had no locus to file the Petition as Petitioner No.1 was neither an allottee nor had any interest in the subject property. The plot was allotted, vide allotment order dated 13.12.2006 in favour of three Partners of M/s. Lanvin Textile Mills & Proposed Private Limited Company. According to the Respondents, the plot was subsequently transferred in favour of Petitioner No.2 in the capacity of the

Promoter of a Private Limited Company and on the request of the first transferee, the Respondents had decided to transfer the plot in favour of Petitioner No.1 vide transfer letter dated 27.8.2013 subject to payment of the balance amount of Rs.27,69,400/-. According to the Respondents, since Petitioner No.2, who was the first transferee, failed to pay the balance amount of Differential Premium within the stipulated time, the Corporation's decision to transfer the plot in favour of the Petitioners stood lapsed. According to the Respondents, the allottee had failed to take over possession or execute the agreement to lease as was directed by the Respondents vide letter dated 9.4.2008. It is the stand of the Respondents that the termination notice dated 2.4.2015 was issued to the Petitioners as per due process of law since the allottee and first transferee had failed to take steps for execution of the agreement to lease and for taking over possession of the plot.

20. It is the specific case of the Respondents that Respondent No.1 had decided to transfer the plot from first transferee to Petitioner No.1 subject to payment of 30% Differential Premium which was in accordance with its circular dated 11.12.2006. Since

Respondent No.1 had recovered 10% Differential Premium at the relevant time, Respondent No.1 demanded the remaining 20% Differential Premium from the first transferee vide letter dated 27.8.2013. The stand taken by the Respondents in this affidavit is that the letter dated 30.6.2006 shows that the request for allotment was made by Petitioner No.2 on behalf of M/s. Lanvin Textile Mills and not in his individual capacity and it was only on 15.7.2008 that Petitioner No.2 had requested to transfer the plot from the allottee to Petitioner No.2 as Proposer of the Private Limited Company.

21. According to the Respondents, the requests to transfer the plot were made at different stages and the request to transfer the plot in the name of Petitioner No.1 was in fact fourth request to transfer the plot. Petitioner No.2 was the first transferee from whom the plot was to be transferred to Petitioner No.1. Thus, according to the Respondents the Petitioners were liable to pay the demanded amount.

22. The Petitioners filed their affidavit-in-rejoinder reiterating the stand taken by them in the Petition and denying the stand taken by the Respondents in their affidavit-in-reply. The

circulars dated 12.5.1998 and 11.12.2006 issued by Respondent No.1 are annexed to this rejoinder.

23. During pendency of the Petition, the Minutes of Order dated 24.4.2019 were recorded, as mentioned earlier. The Respondents have filed additional affidavit dated 8.1.2020 mentioning how those Minutes of Order were not complied with by the Petitioners. However, at the time of arguments both the parties restricted their arguments to the issue of amount of Rs.27,69,400/- deposited by the Petitioners in this Court. Both the parties are at liberty to take appropriate steps if the Minutes of Order dated 24.4.2019 are not complied with.

24. We have heard Shri Rohan Cama, learned Counsel for the Petitioners and Ms. Shyamali Gadre, learned Counsel for the Respondents. Both the learned Counsel, during their arguments, reiterated their respective stands taken in their pleadings.

25. Shri Cama, learned Counsel for the Petitioners relied on the circular dated 12.5.1998. The subject of this circular is in respect of transfer guidelines for industrial plots. The circular is based on the Board Resolution categorizing the transfers as 'formal

transfer' and 'non-formal transfer'. According to Shri Cama, the petitioners' case falls within the category of 'formal transfer', which was permitted on recovery of minimum transfer charges. Shri Cama submitted that Petitioner No.2 had immediately complied with the requirements of the Respondents in formation of the Private Limited Company within the stipulated period and had made all the payments demanded by them. He submitted that the Respondents were not entitled to demand 30% of Differential Premium which was applicable only in cases of non-formal transfers. He submitted that Petitioner No.2, right from the beginning, had requested the Respondents to allot the subject property in his name as Proposer of a Private Limited Company which was to be formed and, therefore, he was the allottee of the plot and not transferee. He, therefore, submitted that Petitioner No.2 was entitled to transfer the subject property in favour of Petitioner No.1 on payment of minimum charges and not on payment of 30% of Differential Premium.

26. Ms. Gadre, on the other hand, submitted that the plot was never allotted to Petitioner No.2 in his individual capacity as

the Proposer of a Private Limited Company, which was to be formed, but, was allotted to the Partners of M/s. Lanvin Textile Mills. Petitioner No.2 was the first transferee and, therefore, the Respondents were entitled to recover 30% of Differential Premium from him. She submitted that the Petitioners had never complied with the demands made by the Respondents through their various letters. She submitted that transferring the subject property from Petitioner No.2 to Petitioner No.1, therefore, fell in the category of 'non-formal transfer' and the Respondents are entitled to recover that amount from the Petitioners.

27. We have considered all these submissions. Before discussing further, it is necessary to take into account the guidelines issued vide circular dated 12.5.1998 in respect of 'formal transfer' and 'non-formal transfer'. The other circular dated 11.12.2006 is not relevant for deciding whether it is 'formal transfer' or 'non-formal transfer'.

28. The formal categories of transfer are mentioned in the circular dated 12.5.1998 as under :

“The formal categories of transfer will be only following:-

1. The natural person/individual wants to change the constitution and wants to include his blood relations (close relations) as partners viz. Husband /wife /sons /daughters /father /mother /brothers/sisters of the original allottees or in case original partners want to delete any of the persons (this does not include the legal persons) such transfer shall be a formal transfer and shall be permitted on recovery of the minimum transfer charges.
2. The transfer because of death i.e. by bequeath/ will / heirship/ shall be permitted on recovery of the minimum transfer charges.
3. All involuntary transfers including amalgamation, demergers etc. under the direction of the Competent Court / Tribunals /appropriate Government not being this nature of permission and shall be permitted on recovery of the transfer charges.
4. Transfer from promotor of the proposed private limited company to private limited company incorporated by the promotor, the existing procedure for the transfer from the promotor to the company incorporated by the promotor will continue.
5. Transfer from promotor of the Co-op. society to the Co.op. Society registered under the Maharashtra Co.op. Society Act shall be treated as a formal transfer and shall be permitted on recovery of the transfer charges.
6. Mere change in the name of the proprietary concern/ partnership firm, without changes in the individual

proprietor/ partners or mere change in the name of the limited company under the provisions of the Companies Act, 1956 or where there is a change of management of the limited company not involving transfer of interest in the land/ shed/ gala there being no transfer of interest such changes will be noted by the Corporation without recovery of the transfer charges or differential premium.”

. The non-formal transfers are mentioned as under :

“NON-FORMAL TRANSFERS

Any other transfer which do not cover under the formal transfers referred to above will be treated as a NON FORMAL transfer and the same will be permitted subject to the recovery of the differential premium as mentioned below.-

1. Where the Licensee/Lessee has constructed or consumed at-least 10% of the permissible F.S.I. of the plot area, such transfer will be permitted on recovery of the 10% of the differential premium.
2. Where the condition at (1) above is not fulfilled, i.e. has not constructed at least 10% of the permissible F.S.I., of the plot area such transfer will be permitted on recovery of the 30% of the differential premium.

Explanation: For the purpose of the determination of the construction of at least 10% of the permissible F.S.I. of the plot area, the certificate issued by the Licensed Architect will have to be produced by the Licensee/Lessee and such certificate will be relied upon by the Corporation. In addition, certificate of the Special Planning Authority of the Area may also be

obtained for cross checking

THUS THE TRANSFER ARISING OF :

1. Inducting individual not being blood relations.
2. The changes in partners not being blood relations.
3. Transfer from prop. to partners of the partnership firm not to the blood relations.
4. Promotor to proposed partnership.
5. From proprietor or partnership to the private limited company / limited company.
6. From holding to subsidiary or from one subsidiary to another subsidiary of the same holding company.
7. From one limited company to another limited company.
8. From private limited company to individual or partners of the partnership firms.

All these transfers as per revised transfer guidelines shall be treated as non-formal transfers and shall be decided on the basis of the principles mentioned above.”

29. Therefore, the crucial question which requires to be determined is, as to whether the Respondents were justified in demanding the payment of 30% Differential Premium when they had decided to transfer the subject property in favour of Petitioner No.1. In other words whether such transfer was in the nature of

formal transfer or non-formal transfer.

30. The case of the Respondents is that Petitioner No.2 was not the allottee of the subject property, but, was the first transferee. In the light of this specific stand, the Respondents' case appears to be that transferring of the subject property to Petitioner No.1 was not from the allottee, but was from the first transferee.

31. Though it is true that the offer letter dated 16.10.2006 was addressed to Petitioner No.2 and other partners of M/s. Lanvin Textile Mills and though the application was made by M/s. Lanvin Textile Mills, Petitioner No.2 vide letter dated 06.11.2006 requested the Respondents to correct the name of the Company in the allotment letter to read as "Mr.Bimal Kalyandas Joukani (Petitioner No.2), Partner of M/s. Lanvin Textile Mills and a Proposer of a Private Limited Company". In spite of this, the sanction for allotment of the subject property was accorded in the name of three partners of M/s. Lanvin Textile Mills and proposed Private Limited Company.

32. Vide letter dated 9.4.2008, the Respondents had specifically informed Petitioner No.2 and other Partners to

withdraw the proposal of transfer of plot in the name of M/s Trinity Dyeing and Printing Mills Private Limited. Petitioner No.2 and others did not pursue their proposal for transferring the plot in the name of M/s Trinity Dyeing and Printing Mills Private Limited.

33. Subsequently, vide letter dated 15.7.2008, Petitioner No.2 had specifically requested the Respondents to execute the lease deed of the subject property in his favour as Proposer of Private Limited Company to be formed on a later date.

34. Respondent No.4 vide letter dated 5.1.2012 had informed the original allottee that Respondent No.1 had decided to transfer the subject property in favour of the Petitioner No.2 who was named and described as 'Promoter of the proposed Private Limited Company'. At that time, Petitioner No.2 and other partners of M/s. Lanvin Textile Mills were asked to pay Rs.7,97,000/- towards Differential Premium besides process fee and fencing charges. This payment was promptly made by Petitioner No.2 on 3.2.2012. Hence Petitioner No.2 had complied with the demand of Differential Premium.

35. Significantly, vide further communication dated

15.3.2012 again addressing to Petitioner No.2 and other partners of M/s. Lanvin Textile Mills, the Respondents informed them that since they had paid Rs.7,97,000/- towards Differential Premium, Respondent No.1 had considered the request and transferred the subject property in favour of Petitioner No.2, promoter of the proposed Private Limited Company. They were directed to form a Private Limited Company within 60 days from the date of the order i.e. from 15.3.2012. Thus, it is clear that the subject property was transferred in favour of Petitioner No.2. He was described as promoter of the Proposed Private Limited Company. The Differential Premium of Rs.7,97,000/-, fixed by the Respondents, was paid to Respondent No.1, and hence there was no occasion to demand further amount and in particular 30% Differential Premium.

36. The Corporation had specifically directed that a Private Limited Company was to be formed within 60 days from 15.3.2012. Accordingly, Petitioner No.1 Company was formed and was incorporated on 27.4.2012 i.e. within 60 days from 15.3.2012, as was directed.

37. In this background, it is clear that the Corporation was aware that the subject property was transferred from M/s. Lanvin Textile Mills to Petitioner No.2 as Promoter of the Proposed Private Limited Company. In this transfer, the Differential Premium, as demanded, was already paid to the satisfaction of the Corporation.

38. The Respondents, vide their letter dated 27.8.2013, informed Petitioner No.2 by addressing him as Promoter of Private Limited Company that the Respondents had decided to transfer the subject property in favour of Petitioner No.1 Company. However this time the Respondents demanded 30% Differential Premium amounting to Rs.35,66,400/-, out of which an amount of Rs.7,97,000/- was already paid. The Respondents, thus, demanded Rs.27,69,400/-. The Petitioners are accordingly challenging this particular demand.

39. As mentioned earlier, vide letter dated 15.3.2012, the Respondents had agreed to transfer the subject property in favour of Petitioner No.2 describing him as Promoter of Proposed Private Limited. As per their directions, Petitioner No.1 Company was formed. Therefore, transferring the plot from the Proposer of a

Private Limited Company i.e. from Petitioner No.2 to the incorporated Private Limited Company i.e. Petitioner No.1, would definitely fall within the category of 'formal transfer'.

40. In the letter dated 27.8.2013, the Respondents had restricted their demand to the transfer of the subject property to Petitioner No.1. Even as per case of the Respondents, Petitioner No.2 was the first transferee from whom the subject property was transferred to Petitioner No.1. The circular dated 12.5.1998 does not mention that the formal transfer can be only between the original allottee and the transferee.

41. Only the first category of 'formal transfer' refers to change in the constitution of the original allottee to include blood relations. The fourth category does not refer to allottee at all. It simply mentions that for transfer from promoter of the proposed Private Limited Company to Private Limited Company incorporated by the Promoter, the existing procedure for the transfer from Promoter to the Company incorporated by the Promoter would continue. Hence, the transfer of subject property to Petitioner No.1 is simply a transfer from the Promoter i.e. Petitioner No.2 to the

Company incorporated by said Promoter. Therefore, this transfer would fall in the fourth category of 'formal transfers' and, therefore, the Respondents cannot claim 30% Differential Premium.

42. The reliance of Ms.Gadre on the circular dated 11.12.2006 is misplaced because that circular refers to the minimum construction which is required to be completed by the allottee. However, till 27.8.2013, though the subject property was agreed to be transferred in the name of Petitioner No.1 by the Respondents, the possession was not handed over to the Petitioners and hence there was no question of completing the minimum construction within the stipulated time mentioned in the circular dated 11.12.2006. Therefore, the only issue which was to be decided was in respect of demand of 30% Differential Premium as demanded by the Respondents.

43. According to the Respondents, the Corporation was entitled to recover 30% Differential Premium as the plot was vacant at the time of transfer of the plot from allottee to the first transferee. According to the Respondents, the Corporation recovered only 10% Differential Premium and, therefore, the

Corporation demanded remaining 20% Differential Premium from the first transferee i.e. Petitioner No.2, vide its transfer letter dated 27.8.2013. However, the letter dated 5.1.2012 regarding transfer of the subject property in favour of Petitioner No.2, does not make any reference to 30% Differential Premium. It does not even mention that amount of Rs.7,97,000/- was only 10% of the Differential Premium. The said letter dated 5.1.2012 does not even mention that Petitioner No.2 will have to pay any other Differential Premium.

44. In view of the above discussion, it is clear that the transfer from Petitioner No.2 to Petitioner No.1 was in the nature of 'formal transfer' and hence as per their own circular dated 12.5.1998, the Respondents are not entitled to demand and recover 30% of the Differential Premium. The said amount, arrived at by making adjustment towards the payment already made, amounted to Rs.27,69,400/- is deposited by the Petitioners in this Court. Therefore, they are entitled to withdraw the same with accrued interest if any. Hence, the following order :

ORDER

- i. The Petitioners are permitted to withdraw the amount of Rs.27,69,400/- deposited in this Court with accrued interest if any.
- ii. The Minutes of Order regarding other issues are already recorded by this Court vide order dated 24.4.2019.
- iii. The Petition is disposed of in the aforesaid terms.

(SARANG V. KOTWAL, J.)**(K.K. TATED, J.)**

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signed by
Pradeepkumar
P. Deshmane
Date:
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Deshmane (PS)