

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

WRIT PETITION NO.11229 OF 2022

**SUKHEDEO SURYABHAN POKALE
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS
SECRETARY AND OTHERS**

...
Advocate for the Petitioner : Shri Adgaonkar Ravibhushan P
AGP for the Respondents/State : Shri P.S. Patil
...

**CORAM : RAVINDRA V. GHUGE
&
SANJAY A. DESHMUKH, JJ.**

DATE :- 11th November, 2022

Per Court :-

1. The petitioner has entered into the renewal of the leave and licence contract, dated 09.06.2022, which is registered on 14.06.2022. The possession of the said building was taken on 01.11.2017. By the impugned communication dated 28.10.2022, respondent No.2 has informed respondent No.3 that the building is not suitable and an alternate building be located for shifting the girls' hostel.

2. The petitioner has put forth prayer clause B as under
:-

“B) *The Hon’ble Court may be pleased to issue an appropriate writ or order or direction in like nature, and impugned communication dated 28.10.2022 and 03.11.2022 issued by Respondent No.2 and 5 respectively may kindly be quashed and set aside in the interest of justice.*”

3. The petitioner’s leave and licence agreement indicates that respondent Nos.2 and 3 can vacate the premises at any time and until the premises are vacated, the petitioner would be entitled for the rent amount of Rs.150991/- per month till the building is occupied. The petitioner has agreed to the said condition ever since 01.11.2017.

4. The cause of action brought before us is purely within the jurisdiction of the civil court. There is no question of this Court issuing a Writ of Mandamus staying the decision of respondent Nos.2 and 3 and directing the said authorities to forcibly continue to occupy the said building.

5. In view of the above, this Writ Petition is dismissed.

kps

(SANJAY A. DESHMUKH, J.)

(RAVINDRA V. GHUGE, J.)