

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

WRIT PETITION NO. 422 OF 2008

Shivmangal Khushalprasad Dubey, -- Petitioner
Since deceased, through his L.Rs.
Nandkishor S/o Shivmangal Dubey and Anr.

Vs.

Nagpur Improvement Trust, through its -- Respondent
Chairman, Nagpur.

Mr. S.S.Voditel, Advocate for Petitioner.
Mr. R.O.Chhabra, Advocate for Respondent.

**CORAM : NITIN JAMDAR &
ANIL L. PANSARE, JJ.**

DATE : 17 FEBRUARY 2022

P.C. :

Heard learned Counsel for the parties.

2. In this petition, the Petitioner had questioned the communication dated 17 September 2007 issued by the Respondent directing the Petitioner to deposit ₹ 24,59,587/- for executing a Lease-deed in respect of the Plot No.106, Abhyankar Nagar, Nagpur, which the Petitioner currently possesses.

3. During the pendency of the petition, the Petitioner has deposited the said amount and the Respondent have withdrawn the same.

4. Learned Counsel for the Petitioner after arguing the matter for some time states that the Petitioner will not press the challenge further and in light of the fact that the amount is already withdrawn by the Respondent, the Respondent should proceed to execute the Lease-deed.

5. Learned Counsel for the Respondent-Corporation states that it is correct that the amount has been deposited and withdrawn and that there is no impediment to proceed to execute the Lease-deed. The learned Counsel for the Respondent further states that the Petitioner should pay the necessary expenses for the purpose of executing the Lease-deed, such as stamp duty, registration charges etc., to which the learned Counsel for the Petitioner is agreeable.

6. In light of these statements, nothing further survives for adjudication. The Petitioner will pay the charges as applicable. Thereafter, the Respondent Authority will proceed to execute the Lease-deed within a period of six weeks.

7. The Writ Petition is accordingly disposed of. No order as to costs.

[ANIL L. PANSARE, J.]

[NITIN JAMDAR, J.]