

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

2 WRIT PETITION NO.7797 OF 2021

SWAPNIL SUNIL MUTHA
VERSUS
THE MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
ORIENT HOUSE AND OTHERS

Mr.S.P.Shah, Advocate for the Petitioner.
Mr.S.S.Dande, Advocate for Respondent Nos. 1 to 3.

(CORAM : RAVINDRA V. GHUGE AND
Y. G. KHOBRAGADE, JJ.)

DATE : JULY 3, 2023

PER COURT :

1. The Petitioner has put forth prayer clauses A to I. However, it is pointed out that the circular dated 23.01.2023 permits extension of the agreement between the allottee and the MIDC until 30.01.2023, on the premises that the development as required was not carried out by the allottee. The Petitioner submits that he has made an application on 10.01.2023 before the circular dated 23.01.2023 was introduced by the MIDC. This circular actually is a sort of a lifeline for the Petitioner.

The circular dated 23.01.2023 is taken on record and marked as 'X-1' for identification.

2. On 19.07.2021, this Court [Coram : S.V.Gangapurwala (as His Lordship then was) and R.N.Laddha, JJ.] had issued notice. However, interim relief was refused. Subsequently, status-quo was ordered on 04.01.2020.

3. The learned Advocate for the Petitioner submits that the only prayer that he would press today is with regard to a request that his application dated 10.01.2023 may be considered in the light of the circular dated 23.01.2023.

4. The learned Advocate for the MIDC submits that no assurance is being offered to the Petitioner. The said application would be considered on its own merits.

5. In view of the above, **this petition is disposed off.** We expect the MIDC to consider the said application in accordance with the policies and the rules applicable. All contentions are kept open.

6. If the grievance of the Petitioner is not redressed, he would be at liberty to avail of a remedy as is permissible in Law.

(Y. G. KHOBRADE, J.)

(RAVINDRA V. GHUGE, J.)