

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

WRIT PETITION NO.8374 OF 2023

PRABHADEVI CHAMPALAL DESARDA

VERSUS

**THE STATE OF MAHARASHTRA THROUGH COLLECTOR AND
OTHERS**

....

Mr. Dhananjay Mane, Advocate h/f Mr. D. M. Pingale, Advocate
for Petitioner

Mr. V. M. Kagne, AGP for Respondent – State

Mr. Jivan J. Patil, Advocate for respondent No.3 - CIDCO

....

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

DATE : 01.08.2023

PER COURT :-

1. On 25.07.2023, we had passed the following order:-

“1. This matter was heard extensively 20/07/2023 and closed for dictating the judgment on 25/07/2023.

2. The learned Advocate for the Petitioner desires to take instructions, as to whether the Petitioner can raise a Bank loan to pay the entire amount to CIDCO, so as to facilitate a registered lease deed. He seeks time till 01/08/2023.

3. Stand over to 01/08/2023 for dictating the judgment.”

2. Today, the learned Advocate for the Petitioner submits on specific instructions that the Petitioner is withdrawing her challenge to the impugned notice dated 06.02.2023 and is

agreeing to pay the entire amount of Rs.3,27,97,975/- inclusive of the GST amount, with regard to land admeasuring 0.84 H.R. in Gut No.41 and Rs.3,82,76,368/- inclusive of GST, with regard to Gut No.42 for land admeasuring 0.96 H.R. The total amount to be paid by the Petitioner within three months, from the date of the impugned notice, is Rs.7,10,74,343/-.

3. The learned Advocate for the Petitioner submits that the said amount would be deposited by the Petitioner with CIDCO, within such time period as this Court may direct.

4. We are, therefore, directing the Petitioner to pay the said amount within thirty (30) days from today, failing which the said lands would be deemed to have been surrendered to CIDCO and since it is a barren land, the CIDCO authorities would be at liberty to take the physical possession of the said land by completing the formalities as may be required. In this case, the Petitioner would not resist taking over the physical possession of the land.

5. So also, since the entire amount is now being paid by the Petitioner in view of Clause 7(c)(1) of the agreement to lease, if CIDCO succeeds in the First Appeal that it has filed against the

enhanced compensation granted to the original landlord and if the First Appeal Court reduces the enhanced amount, the portion of the reduced amount would be refunded by the CIDCO to the Petitioner by deducting the interest component on the amount of Rs.7,10,74,343/- for a period of four months. These four months are calculated as three months over and above the period of three months originally granted for making the payment and the thirty days which we are granting for payment of the entire amount. The interest would be such as is admissible in law.

6. In view of the above, this **petition is disposed off by the consent of the Petitioner.**

7. After the amount is paid by the Petitioner within thirty (30) days from today, the CIDCO authority shall execute the lease-deed and in the event the Petitioner's application for development of the properties is pending, the same would be considered in accordance with the policies applicable within a period of 45 days thereafter.

[Y. G. KHOBRADE, J.]

[RAVINDRA V. GHUGE, J.]

SMS