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

907 WRIT PETITION NO. 5456 OF 2022

Sarladevi Govindprasad Chandak,
Age – 65 years, Occupation – Household,
R/o 102, Sukh Sagar Apartments,
3-5-805, Hyderguda, Hyderabad-29 (TS)PETITIONER

VERSUS

1. The State of Maharashtra,
through The Secretary,
Ministry of Urban Development
2. The Commissioner,
Latur Municipal Corporation,
Latur, 413512
3. The Town Planner,
Town Planning Department,
Latur Municipal Corporation,
Latur 413512RESPONDENTS

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Mr S. D. Patil, Advocate for Petitioner;
Mr P. K. Lakhotiya, A.G.P. for Respondent No.1
Mr H. V. Patil, Advocate for Respondent Nos.2 and 3

**CORAM : RAVINDRA V. GHUGE
AND
R. M. JOSHI, JJ.**

DATE : 16th April, 2024

ORAL JUDGMENT (PER : Ravindra V. Ghuge, J.)

1. Rule. Rule made returnable forthwith and heard finally by the consent of the parties.

2. Since this Writ Petition pertains to tendering of the purchase notice, the sequence of events are material, which read thus :-

(a) The Petitioner claims to be the owner and possessor of the land bearing Plot Nos.1 to 5 and 8 to 19, admeasuring 16000 sq.ft. in Survey No.41 of Village Kaneri, presently under the Municipal Ward No. B-3, Property No.R8/135 within the limits of Latur Municipal Corporation, Latur.

(b) On 02/01/2002, the Development Plan of Latur was sanctioned vide a Notification under Section 31 of the Maharashtra Regional and Town Planning Act, 1966 (for short 'the said Act').

(c) The Plots under Site No.170, were reserved for a Garden in the Development Plan.

(3)

(d) On 19/08/2019, the Petitioner issued a purchase notice to the Municipal Corporation Latur, under Section 127 of the said Act.

(e) The Corporation offered T.D.R., which was not accepted by the Petitioner.

3. The learned Advocate for the Respondent/Municipal Corporation has submitted that this Writ Petition cannot be entertained since the Petitioner did not produce the proof of ownership of the Property at issue. So also, the Petitioner did not accept the T.D.R. Hence, he prays for heavy costs while dismissing the Petition.

4. Both the issues raised by the Petitioner are no longer *res integra*. It is well settled that, an owner or a person having interest in the property has to tender the purchase notice under Section 127 of the said Act. It is not disputed that the Petitioner is the owner of the property.

5. Insofar as offering of the T.D.R. is concerned, the Full Bench of this Court has concluded in **Shree Vinayak Builders**

and Developers Vs. State of Maharashtra and others, (2022) 4 Mh.L.J. 739 (Full Bench) : (2022) DGLS (Bom.) 2061, that offering of the T.D.R. is not a step towards acquisition, in view of the law laid down by the Hon'ble Supreme Court in **Girnar Traders Vs. State of Maharashtra & others, AIR (2007) SC 3180** and **Girnar Traders Vs. State of Maharashtra and others, (2011) 3 SCC 1**. As such, it is obvious that, on the one hand, offering of the T.D.R. is not accepted as a step towards acquisition as held in **Girnar Traders** (supra), and on the other hand, in 24 months, the Authorities have not made any attempt to acquire the land.

6. In view of the above, **this Writ Petition is allowed**. Respondent No.2/Commissioner, Latur Municipal Corporation shall indicate to Respondent No.1, within 30 days that, the reservation of the land under Site No.170 of the Development Plan, stands lapsed and is released from the reservation. Respondent No.1 would issue the appropriate Notification within 90 days, under Section 127(2) of the said Act, thereby notifying that the land of the Petitioner is released from reservation.

7. Rule is made absolute in the above terms.

(R. M. JOSHI, J.)

(RAVINDRA V. GHUGE, J.)

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