



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 9466 OF 2024

NARSI BHANJI PATEL

VERSUS

THE STATE OF MAHARASHTRA THROUGH ITS SECRETARY AND OTHERS

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Advocate for the Petitioner : Mr. Patil Mangesh G.

AGP for Respondents/State : Mr. V.M. Kagne

Advocate for Resp. Nos.2 to 4 : Mr. S.S. Dande a/w. S.B. Bhosale

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CORAM : RAVINDRA V. GHUGE &
Y.G. KHOBRAGADE, JJ.

DATE : 4th September, 2024

P.C. :-

1. We have heard the learned advocates for the Petitioner and the MIDC. The Petitioner has put-forth prayer clause-B and C, as under:

“B) By way of appropriate Writ Order or direction in the like nature, the Hon'ble High Court may pleased to direct the Respondent No.3 and 4 authorities/M.I.D.C. to entertain the representations of the present petitioner and act in such manner.

C) By way of appropriate Writ Order or direction in the like nature, the Hon'ble High Court may pleased to direct the Respondent No.3 and 4 authorities/M.I.D.C.to allot the plot from Open Space No.3 near N.H.06 M.I.D.C. Area Jalgaon to present petitioner as same as other applicants.”

2. The Petitioner entered into a contract earlier with the MIDC, vide the allotment order dated 18.01.2014. The relevant portion of the allotment letter is as under:

“ :ORDER:

Sanction is hereby accorded to the allotment of land admeasuring 4000 Sq. Mts. at the rate of Rs. 1330/- per Sq. Mts. Comprising of Plot No. P-66-3 in ADDL. JALGAON to SHRI NARSI BHANJI PATEL trading as a Proprietor under the firm name and style of M/S. OM LAMINATES and having his office at for setting up commercial unit subject to the payment of the premium of 5320000/- (Rs.Fifty Three Lakh Twenty Thousand) and subject to the following conditions.

1. The amount of earnest money received with the application will be appropriated towards the amount of premium. The allottee shall pay the sum of Rs. 2660000/- (Rs. Twenty Six Lakh Sixty Thousand Only) balance amount of the premium within a period of 30 days from the date of receipt of this order, by DD, drawn in favor of Executive Engineer MIDC, Dhule Payable at Dhule

2. In case the allottee fails to pay the balance amount of premium within the period mentioned above, the allotment shall be liable to cancelled without further notice.

3. In the event of the allotment being cancelled as foresaid the corporation will be entitled to forfeit the whole of the earnest money received with the application.”

3. After waiting for almost 11 months, the MIDC issued the letter dated 05.12.2014, cancelling the allotment to the Petitioner. The said cancellation has not been challenged by the Petitioner in these last 10 years. In view of Clause 3 of the allotment order dated 08.01.2014, the earnest amount was forfeited. The Petitioner demands that he should be granted a

plot without following the auction process. The Petitioner has also not challenged the forfeiture of the earnest amount.

4. The contention of the Petitioner is that the MIDC has granted similar allotment orders to some other persons, purportedly without following the auction procedure. If they are granted such allotment orders, the Petitioner also be granted a similar one, is the prayer.

5. The Petitioner has not challenged any of the allotment letters purportedly issued by the MIDC to others, for granting plots without following the auction procedure. If such allotments are questioned, this Court could look into the said challenge. In so far as this case is concerned, the allotment of the plot was dated 08.01.2014 and the cancellation of the allotment is 05.12.2014. This has gone unchallenged.

6. In view of the above, this Court cannot direct MIDC to grant a plot to an Applicant merely on a representation, without following the auction procedure.

7. **This Writ Petition is, therefore, dismissed.**

[Y.G. KHOBRADE, J.]

[RAVINDRA V. GHUGE, J.]