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

**CIVIL APPLICATION NO. 12739 OF 2024
IN PIL/98/2021**

**SHREE SAI BABA SANSTHAN TRUST SHIRDI THROUGH ITS
CHIEF EXECUTIVE OFFICER**

VERSUS

THE STATE OF MAHARASHTRA

....

Mr A. S. Bajaj, Advocate for applicant

Mr A. B. Girase, A.G.P. for respondent

Mr Ajinkya Kale, Advocate i/b Talekar & Associates for petitioner in
PIL

CORAM : MANGESH S. PATIL

AND

PRAFULLA S. KHUBALKAR, JJ.

DATE : 13th December, 2024

PER COURT:

1. Heard.

2. The Ad-hoc Committee of the applicant/ Shree Saibaba Sansthan, Shirdi has passed a Resolution for extending the tenure of leave and licence/lease in respect of its property, wherein the Maharashtra State Electricity Distribution Company has erected its substation, vide its resolution No.569, dated 10/10/2024.

3. Though the prayer clause only mentions about the proposed arrangement to be a leave and licence for a period of 30

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years, the resolution No.569 speaks about a lease for a period of 30 years.

4. The prayer in the application seems to be innocuous.

5. The civil application is allowed in terms of prayer clause (B), which reads as under, with a modification that it is a lease which is resolved to be the mode of transfer :

“(B) The Applicant may kindly be permitted to implement the Resolution No. 569 dtd. 10.10.2024 pursuant to which the Ld. Ad-Hoc Committee have granted approval for entering into an agreement with MSEDCL for giving land Gut No.87 & 88 Total 52R on leave and license basis for 30 years.”

6. It is clarified that this Court shall not be taken as having considered legality of the proposed resolution as also the transaction.

(PRAFULLA S. KHUBALKAR, J.) (MANGESH S. PATIL, J.)

sjk