



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 6111 OF 2024

Sanjay Shivaji Patil Jharekar

... Petitioner.

Versus

The State of Maharashtra and Ors.

... Respondents.

Mr. Abhijeet Desai a/w. Mr.Omkar Ganganmale, Mr.Karan Gajra,
Ms.Mohini Rehpade, Mr.Digvijay Kachare, Mr.Vijay Singh and Ms.Daksha
Punghera a/w. Sanchita Sontakke, for the Petitioner.
Ms. Snehal Jadhav, AGP for Respondent Nos.1 to 3.
Ms. Priyanka Chavan for Respondent No.4.
Mr. Sachin M. Bhavar, for Respondent No.5.

Coram : Sharmila U. Deshmukh, J.

Date : November 14, 2024

P. C. :

1. By the present Petition, the challenge is to the order of disqualification of the Member of the Gram Panchayat. After hearing the parties for certain length of time, learned counsel appearing for the Respondent No.5 seeks time to tender citations in support of his proposition.

2. Reliance has been placed by the learned counsel for the Petitioner on the decision in the case of ***Harku S/o. Kisan Magar vs. The Divisional Commissioner and Ors.*** passed by this Court (Aurangabad Bench) in Writ Petition No.1340 of 2023.

3. Upon a *prima facie* perusal of the said decision, the facts of the present case are identical to the facts in the said decision. The Co-ordinate Bench in the said decision has held that upon lease being granted by passing Resolution in monthly meeting in the Gram Sabha, the same would not amount to an encroachment and there is no document cancelling the Resolution granting lease to the Society rendering the issue of encroachment doubtful.

4. *Prima facie*, from the material borne out from the record, it appears that there is an agreement of leave and license which was entered into between the Petitioner and the Gram Panchayat. Learned counsel appearing for the Respondent No.4 supports the case of the Petitioner but would however contend that although the leave and license agreement had been executed, there was no permission granted by the Chief Executive Officer.

5. *Prima facie*, it appears that there was leave and license agreement entered into between the Petitioner and the Gram Panchayat pursuant to which the property was leased to the present Petitioner. The decision in the case of **Harku S/o. Kisan Magar** (supra), would *prima facie* appear to be applicable to the present case. Hence, case for ad-interim relief is made out.

- 6.** List the Petition on **6th December, 2024**. Till the next date, ad-interim relief in terms of prayer Clause “b”.

[Sharmila U. Deshmukh, J.]