



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.**

WRIT PETITION NO. 5590 OF 2024

Choithram Bacharam Khubnani,
Aged about 80 years, Occ. Business,
R/o. Block No.19, Near Mahatma Gandhi
School, Jaripatka, Nagpur – 440014

.... **PETITIONER**

// VERSUS //

1. The State of Maharashtra, through its
Secretary, Revenue and Forest
Department, Mantralaya,
Mumbai 32
2. The District Collector,
through the District Mining Officer,
Civil Lines, Nagpur

.... **RESPONDENTS**

Shri Abhay Sambre, Advocate for petitioner.
Shri M.J. Khan, AGP for respondents

CORAM : **AVINASH G. GHAROTE AND**
SMT. M.S. JAWALKAR, JJ.

DATE : **20/09/2024**

JUDGMENT (PER: AVINASH G. GHAROTE, J.)

1. Heard.
2. **Rule.** Rule made returnable forthwith.

3. Learned Assistant Government Pleader waives notice for the respondents.

4. It is not disputed that the Lease Deed dated 25/05/2015, executed in favour of the petitioner has a renewal clause (page 40), ignoring which, by way of the impugned communication dated 08/07/2024 (page 22), the subject of the lease is proposed to be put to auction. The issue has already been decided by the Division Bench of this Court in **Ajitkumar Amolakchand Jain vs The Collector, Gondia in Writ Petition No. 3249/2020** (page 67), in view of which, the impugned communication dated 08/07/2024 (page 22), is hereby quashed and set aside and since the existence of the renewal clause in the aforesaid Lease Deed is not disputed, the respondents are directed to execute a Lease Deed in favour of the petitioners in terms of the renewal clause for the duration as contemplated therein.

5. Rule accordingly. No order as to costs.

(SMT. M.S. JAWALKAR, J.) (AVINASH G. GHAROTE, J.)