



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO. 162 OF 2023

(INDRANIDEVI DHURUVNARAYAN JAISWAL...VS..RAMKALI INDRANARAYAN JAISWAL & OTH.)

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Shri Rajnish Vyas, Advocate for Petitioner.
Shri K.N.Jain, Adv. h/f. Shri S.S.Dhengale, Adv. for Respondent No.1.
Shri S.B.Bissa, A.G.P. for Respondent Nos. 2 to 4.
Ms Kirti Deshpande, Advocate for Respondent Nos. 5, 6 and 7.

CORAM : ANIL S. KILOR, J.
DATED : FEBRUARY 29, 2024.

1. Heard.
2. This petition takes exception to the judgment and order passed by the Ad-hoc District judge-1 in Misc. Civil Appeal No.30 of 2022 dated 16/07/2022 dismissing the Misc.Civil appeal and confirming the order of the learned trial Court passed below Exh.5 dated 25/03/2022 restraining the defendant Nos.2 to 4 from renewing licence bearing No.17 of 1990-91 in respect of the Country Liquor in the name of partnership firm K.V.J. Liquors in the name of the defendant No.1, till decision of the suit.
3. The challenge is raised only to the extent of the above referred injunction not to renew the licence in the name of the defendant No.1. However, the petitioner is agreeable to the Clause (3) of the order below Exh.5 dated

25/03/2022 which says that the defendant No.1 is directed to keep the amount of income and profit from the licence and deposit 50% quarterly profit in the Court till decision of the suit.

4. Thus, in light of the challenge to clause (3), I have perused the record and it is revealed that as far as 50% share of the petitioner is concerned, there is no dispute involved in the suit. But, the dispute is in between the petitioner and the defendant Nos. 5 to 7 about the remaining 50% share in the licence.

5. In the circumstances, I find substance in the submission of the learned counsel for the petitioner that the injunction would cause losses to all the parties. On the contrary, if the licence is renewed, subject to result of the suit, the petitioner and the respondent Nos. 5 to 7 may get the amount.

6. In the above referred backdrop, I am of the opinion that it is in the interest of the petitioner/defendant No.1 as well as the plaintiff and defendant Nos. 5 to 7 to set aside clause (2) of the order dated 25/03/2022 passed below Exh.5 restraining the defendant Nos. 2 to 4 from renewing licence and to maintain the order as far as clause (3) is concerned.

7. Accordingly, I pass the following order:

- i) The Writ Petition is partly allowed.
- ii) The impugned judgment and order dated 16/07/2022 passed by Ad-hoc District Judge-1, Bhandara in Misc. Civil Appeal No. 30 of 2022 is hereby set aside.
- iii) The impugned order dated 25/03/2022 passed below Exh.5 by the Civil Judge Senior Division, Bhandara in Regular Civil Suit No.174 of 2021 is set aside to the extent of clause (2) and the defendant Nos.2 to 4 are directed to renew the licence, if otherwise there is no legal impediment.

The writ petition is **disposed of** accordingly. No order as to costs.

JUDGE