



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

WRIT PETITION NO. 6212 OF 2024

Vijay Gulabrao Deshmukh, Aged about
42 years, Occ. Business, R/o Murmadi/
Sawari, Tq. Post Lakhani,
Dist. – Bhandara – 441809.

.... **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,
Bhandara

.... **RESPONDENTS**

Shri Abhay Sambre, Advocate for petitioner.
Shri I.J. Damle, AGP for respondents

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

DATE : **16/10/2024**

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 20/10/2016, executed in favour of the petitioner has a renewal clause (page 35). The issue has already been decided by the Division Bench of this Court in **Aijitkumar Amolakchand Jain vs The Collector, Gondia in Writ Petition No. 3249/2020 (page 64)**, in view of which, 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 petitioner 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.)