



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

17 WRIT PETITION NO.13296 OF 2025

MANISH NITENDRA SHAH

VERSUS

THE STATE OF MAHARASHTRA AND OTHERS

...

Mr. D.B. Pawar, Advocate for petitioner

Mrs. Priya R. Bharaswadkar, AGP for respondent Nos.1 to 3

...

CORAM : SMT. VIBHA KANKANWADI &
HITEN S. VENEGAVKAR, JJ.

DATE : 10th NOVEMBER, 2025

ORDER :

. Present petition has been filed for following reliefs :

“B) To issue Writ of Mandamus to respondent no.3 to consider the proposal of the petitioner dated 29.07.2025 and take appropriate steps to issue Property Record Card to the petitioner.”

2 The petitioner states that Flat No.304, C.T.S. No.8135 Sheet No.54, Radha Apartment, Khara-kunwa, Chhatrapati Sambhajinagar was originally owned, developed and constructed by Ostwal Enterprises and the mother of petitioner had purchased the said flat from one Shri. Arunchandra

Hiralal Kapdiya in the year 1988. The petitioner and his family members were residing in the same. Then it is submitted that petitioner's earlier proposal to the City Survey Officer on 09.12.2024 had not resulted in any decision. Then again on 29.07.2025 petitioner had given a detailed proposal for entering his name in the Property Register Card and, therefore, the above said prayer has been made. Learned Advocate for petitioner makes submission in support of writ petition.

3 The first and the foremost fact that is required to be noted is that there is absolutely no pleadings and supporting documents as to what the mother of petitioner had done immediately after the agreement to sell in her favour. There ought to have been the intimation given to Municipal Corporation and other authorities including respondent No.3. Upon query, learned Advocate for petitioner submits that his mother expired on 13.01.2021.

4 Learned AGP points out that there is no sale deed between Developer and mother of petitioner. Whatever has been produced is registered agreement to sell and flat possession letter dated 27.05.1988 and 30.03.1988 respectively.

5 We are unable to get then as to under which provisions of law

the petitioner is seeking that the proposal should be considered. Agreement to sell cannot give ownership rights and, therefore, the petitioner ought to have undertaken appropriate remedy. The petition has been unnecessarily filed. We dismiss the writ petition by imposing costs of Rs.25,000/- (Rupees Twenty Five Thousand only), to be paid to the High Court Legal Services Sub Committee, Aurangabad.

(HITEN S. VENEGAVKAR, J.)

(SMT. VIBHA KANKANWADI, J.)

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