



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 3796 OF 2020

Gurunanak Goshala Trust
A Public Trust, Registered with the
Charity Commissioner Office, Nashik
Bearing Trust Registration No. E-232/Jalgaon
Through its Chairman
Shri. Amrutlal Parshuram Hans
Resident of Kanwar Nagar
Taluka Jalgaon, District Jalgaon **Petitioner**

Versus

- 1 Shri. Rameshwar Shreekrishna Somani
Age : Adult, Occu : Agriculture,
- 2 Jagdish Ramkrishna Somani
Age : Adult, Occu : Agriculture,
- 3 Narayan Ramkrishna Somani
Age : Adult, Occu : Agriculture,
- 4 Om Prakash Shrikrishna Somani
Age : Adult, Occu : Agriculture,
All above R/o : Hotel Jayshree, National Highway
No. 6, At Post Paldhi (Bu.), Dharan Gaon,
District Jalgaon
- 5 The Additional Director
Town Planning Jalgaon, District Jalgaon
6. The State of Maharashtra
Through Revenue and Forest Department,
Government of Maharashtra, Mantralaya,
Mumbai **Respondents**

Advocate for Petitioners : Mr. A. S. Bajaj
Advocate for Respondents No. 1 to 4 : Ms. A. N. Ansari
AGP for Respondents No. 5 and 6-State : Ms. A. S. Mantri

CORAM : MANJUSHA DESHPANDE, J.

RESERVED ON : 28 JANUARY, 2025

PRONOUNCED ON : 13 FEBRUARY, 2025

JUDGMENT :

1. Rule. Rule made returnable forthwith. Heard finally with the consent of parties.

2. The petitioner is invoking the powers of this Court under Articles 226 and 227 of the Constitution of India seeking interference in the order dated 15.07.2019 passed by the Minister for State (Revenue), Government of Maharashtra, Mumbai, in Revision Application No. जमीन—३२१८/प्र.क्र.१९०/ज—६अ. The petitioner is challenging the order which is filed in the revision application by the respondents No. 1 to 4 thereby quashing and setting aside the order passed by the Additional Commissioner, Nashik Division, Nashik in RTS/Revision/347/2018 dated 28.08.2018.

3. The present petitioner is the original appellant who had filed Appeal No. 33/150/104/2015 before the Sub-Divisional Officer, Jalgaon Division, Jalgaon. The petitioner Trust owns Gat No. 73/1, 73/2, 73/3, 73/4 and 73/5 at village Paldhi (Bu.) The respondents

No. 1 to 4 owns the land Gat No. 66/1/C and 66/1/, which is in front of the land of the petitioner and the Jalgaon – Dhule Road is abutting the land of respondents. The respondents had applied for Non-Agricultural (hereinafter “NA” for short) permission of their land and the same was granted to them. While granting the permission for NA, certain conditions were imposed out of which one condition imposed on the respondents No. 1 to 4 was that, they were directed to leave / keep a road of 15 meters wide and 13.5 meter to be used by the adjacent land holders. It is the contention of the petitioner that the land of the petitioner is just behind the land of respondents and the road of 15 meter and 13.5 meter respectively have direct access to the National Highway No. 6. The land bearing gat No. 73 which is owned by the petitioner does not have any access to the National Highway No. 6. In order to approach National Highway No. 6, the internal roads in the lay out are the only ways of approach available to the petitioner.

4. It is the contention of the petitioner that inspite of clear stipulation in the NA permission, the respondents No. 1 to 4 obstructed the road. Therefore, the petitioner made complaint / application before the Sub-Divisional Officer, Jalgaon seeking action against the respondents for violation of condition of NA permission on

29.06.2012. In the complaint filed before the Sub-Divisional Officer, it was also grievance of the petitioner that the respondents had encroached upon his land and had destroyed the boundary marks placed by the Deputy Director of Land Record along with obstruction of 15 meter road and 13.5 meter road adjacent to the land of the petitioner.

5. The respondents had appeared before the Sub-Divisional Officer and filed their reply to the complaint. However, during the pendency of the appeal, the parties decided to settle the dispute amicably and accordingly, consent terms were drawn and executed between the parties on 05.04.2016. The terms of settlement were placed before the Sub-Divisional Officer and he was requested to pass order in accordance with the consent terms. The Sub-Divisional Officer has accordingly passed an order on 19.05.2016 in appeal No. 33/150/104/2015. After taking on record consent terms, since the order was passed in terms of the compromise, it was recorded in the order that -

1. The petitioner and the respondents should maintain their boundaries according to the compromise entered into between the parties.
2. The respondents should get regularise the construction made on their lands in accordance with the NA permission dated 29.06.2012 and the sanction lay out dated 18.09.2010.

3. The 15 meter and 13.5 meter wide road as per the sanction lay out dated 18.09.2010 shall be made available to the land owners without raising any objection in terms of compromise.

6. Being aggrieved by the said order, the respondents herein filed appeal before the Additional Collector, Jalgaon. It was challenged on the ground that order passed by the Sub-Divisional Officer ("SDO" hereinafter) is not in accordance with the terms of compromise entered into between the parties. The SDO has passed the order which is beyond the terms of compromise and thereby he has exceeded the jurisdiction. The Additional Collector, Jalgaon has rejected the appeal filed by the respondents herein vide his order dated 31.03.2018 upholding the order passed by the SDO.

7. Thereafter, being aggrieved by the order passed by the Additional Collector, Jalgaon, the respondents herein filed RTS Revision Application No. 347 of 2018 before the Additional Commissioner, Nashik Division, Nashik. The Additional Commissioner, Nashik, by his order dated 28.08.2018, also rejected the revision of the respondents herein maintaining the order passed by the Additional Collector dated 31.03.2018.

8. The respondents, therefore, approached before the Minister of State (Revenue), Government of Maharashtra, by filing

Second Revision Application No. जमीन—३२१८/प्र.क्र.१९०/ज—६अ under Section 257 of the Maharashtra Land Revenue Code. The application was heard by the Minister for State (Revenue), Maharashtra State, Mumbai.

9. The Minister while recording his finding observed that though there was a compromise entered between the parties, the SDO has unnecessarily referred to the conditions while sanctioning NA as well as the lay out and based thereupon, he has passed the order. The SDO has passed an order on the issues which were never raised in the appeal before the SDO and the order passed was beyond the prayers made in the application, was not maintainable. The order passed by the SDO is beyond the scope of compromise. The grounds which were never raised by the applicant in the application have been suo-moto considered by the SDO which is not permissible and it is totally perverse. Therefore, the order passed by the SDO is not maintainable. In compromise placed before the SDO, it has been recorded that whatever encroachment has been made by the respondent should be removed and in future, if either of the parties propose to make permanent construction, they will not create any obstruction to each other.

10. The Minister further observed that due to unnecessary

meddling and referring to the issues which were not a matter of dispute between the parties, the SDO has created complications in the matter. Since there was already compromise pursis which was placed before him, the matter should have been decided limiting it to the extent of terms of compromise and nothing more than that. Since the SDO has passed an order which is not as per the terms of compromise, even the other orders passed by the Appellate Authorities are required to be quashed and set aside. With these observations, the Revision filed before the Minister was allowed and the matter was sent back to the Tahsildar, Dharangaon, Dist. Jalgaon for recording of compromise as per the terms settled into between the parties.

11. Learned Advocate for the petitioner submits that as a result of order passed by the Minister, the concurrent findings recorded by all the three Authorities below in the hierarchy have been set aside. The first contention of the petitioner is that whenever any NA permission as well lay out is sanctioned, it is always a subject to certain terms and conditions and the conditions are binding on the parties in whose favour the orders are sanctioned.

12. Learned Advocate for the petitioner has drawn my attention to condition No. 5, 6, 7-A as well as 21 of the NA permission

dated 29.06.2012 which was granted in favour of the respondents herein. Amongst the core conditions which the learned Advocate for the petitioner places reliance on, condition No. 21 stipulates that the roads in the sanction lay out should coordinate with the roads with the adjoining lay out. It is the duty of the person seeking permission to coordinate roads in the lay out with the existing roads and if the roads do not coordinate with the roads of the adjoining lay out, the applicant has to take steps and get a fresh permission by making necessary changes to coordinate with the roads in the adjacent lay out. Therefore, once having accepted the conditions of NA, the respondents were bound to keep the road of 15 meter as well as 13.5 meter wide road at the beginning of his gat number available for the usage and passage of the petitioner. Since the road has been obstructed, he was constrained to file the proceedings.

13. According to learned Advocate for the petitioner, it is not only the question of his personal rights but is also a question of all others who would be entitled for usage of passage from the said road. Apart from him, there are other users who will be deprived of their rights. Admittedly, there was a compromise entered between the parties on two issues. The first issue was regarding the encroachment and second was regarding the obstruction. So far as the compromise

to the extent of encroachment is concerned, the compromise to that extent has been accepted and both the parties had acted thereupon. As far as the compromise to the extent of closing the road by using wire fencing and allowing petitioner to use a small gate with the consent of either of the parties is concerned, it has a further stipulation that the respective parties should not create any obstruction to each other. The condition that the wire fencing which has blocked the road in the lay out, the petitioner shall have no right on the said road, making the condition further binding even on the successors of the parties. This according to petitioner does not restrict to him and the respondents.

14. Though there was a compromise, however, the SDO himself had already conducted inspection of the spot. During the said inspection, he found that the construction made by the respondents herein is in contravention of the permission granted to them. The road which is shown in the lay out has been blocked by the respondents. In view of his inspection, he *suo-moto* has directed the Deputy Superintendent of Land Record vide letter dated 31.08.2015 and 14.09.2015 to conduct the measurement of the lands of the petitioner and respondents and submit the report alongwith the map.

15. Accordingly, after conducting the measurement, report

came to be submitted which indicates that the 15 meter wide road as well as 13.5 meter wide road which was sanctioned in the lay out was blocked by constructing wire compound which also resulted in blocking the access of the petitioner for approaching his gat number. Though compromise deed was placed before him, subsequent to the reports received by him, he has accepted the terms of compromise only to the extent of encroachment made by the respondents. So far as the violation of conditions of building permission, as well as lay out is concerned, he has proceeded to pass an order declaring it to be illegal. While passing the order, he has directed the respondent herein to get the construction regularised as per the norms. So far as the obstruction to 15 meter and 13.5 meter road is concerned, it has been directed that if at all in future, the land holders requests for making available the road, the same shall be made available to them without any complaint.

16. According to the learned Advocate for the petitioner, after observing the irregularity and illegality in the reports submitted by the Deputy Superintendent of Land Record as well as in observations during the inspection of the site, both the appellate authorities below have refused to interfere with the order passed by the SDO since the order passed by the SDO was based on the report

of the Deputy Superintendent of Land Record. According to him, the respondents were granted development permission subject to certain conditions. In the present case, though there is a compromise, there is a violation of condition which is brought to the notice of the SDO. In the circumstances, the SDO, cannot ignore the said fact merely because of compromise has been entered between the parties. If there is a contravention of terms of development permission, the SDO is bound to pass appropriate order. The terms of compromise cannot bind the Government Authority.

17. Learned Advocate for the petitioner my attention towards Section 52 of the Maharashtra Regional Town Planning Act, which reads thus :

“52. Penalty for unauthorised development or for use otherwise than in conformity with Development Plan.

(1) Any person who, whether at his own instance or at the instance of any other person commences, undertakes or carries out development or institutes, or changes the use of any land-

(a) without permission required under this Act; or

(b) which is not in accordance with any permission granted or in contravention of any condition subject to which such permission has been granted;

(c) after the permission for development has been duly revoked; or

(d) in contravention of any permission which has been duly modified

shall be on conviction, annexed with imprisonment for a term shall not be less than one month but which may extend to three years and with fine which shall not be less than two thousand rupees but which may extend to five thousand rupees, and in the case of a continuing offence with a further daily fine which may extend to two hundred rupees for every day during which the offence continues after conviction for the first Commission of the offence.

(2) Any person who continues to use or allows the use of any land or building in contravention of the provisions of a Development Plan without being allowed to do so under section 45 or 47, or where the continuance of such use has been allowed under that section continues such use after the period for which the use has been allowed or without complying with the terms and conditions under which the continuance of such use is allowed, shall, on conviction be punished with fine which may extend to five thousand rupees which may extend to one thousand rupees; and in the case of a continuing offence, with a further fine which may extend to one Hundred rupees for every day during which such offence continues after conviction for the first commission of the offence.”

18. Therefore, considering that the scope of Section 52 of MRTTP Act, it is very much within the powers of the SDO to pass appropriate order, if it is found that there is contravention of condition. The learned Advocate for the petitioner submits that a waiver of right which affects the public interest will not bind the other parties who are affected more so if it is contrary to public interest.

According to him, the compromise which he had entered, amounted to waiver of rights of other gat owners who were affected by the obstruction created by the respondents. Therefore, by waving his right, he has waived the right of other gat holders who also had a right for use of that road. Even otherwise, since waiver of right is contrary to the conditions of NA permission is also against the public policy. Therefore, the SDO has passed appropriate order which needs no interference.

19. In order to support his contention that the petitioner cannot waive his right which is contrary to the public policy, the learned Advocate Mr. Bajaj relies upon the judgment of Hon'ble Supreme Court in **All India Power Engineer Federation and Others Vs. Sasan Power Limited and Others 2017(1) SCC 487**. Learned Advocate for the petitioner specifically invites my attention to the paragraphs No. 19, 21 and 25, which reads thus :

“19. At this juncture, it is important to understand what exactly is meant by waiver In Jagad Bandhu Chatterjee v. Nilima Ran⁸, this Court held : (SCC pp. 446-47, para 5)

“5. In India the general principles with regard to waiver of contractual obligation is to be found in Section 63 of the Contract Act. Under that section it is open to a promisee to dispense with or remit, wholly or in part, the performance of the promise made to him he can accept instead of it any satisfaction which he thinks fit. Under the India law neither This Court has already

laid down in Waman Shrinivas Kini v. Ratilal Bhagwandas & Co.9, SCT p. 226 that: (AIR p. 694, para 13)”

“13. waiver is the abandonment of a right which normally everybody is at liberty to waive. A waiver is nothing unless it amounts to release. It signifies nothing more than an intention not to insist upon the right,”

It is well known that in the law of pre-emption the general principle which can be said to have been uniformly adopted by the Indian courts is that acquiescence in the sale by any positive act amounting to relinquishment of a pre-emptive is concerned the principle of waiver is based mainly on Mohammedan Jurisprudence,. The contention that the waiver of the appellant’s right under Section 26-F of the Bengal Tenancy Act must be founded on contract or agreement cannot be acceded to and must be rejected.”

“ 21. Regard being had to the aforesaid decisions, it is clear that when waiver is spoken of in the realm of contract, [Section 63](#) of the Indian Contract Act governs. But it is important to note that waiver is an intentional relinquishment of a known right, and that, therefore, unless there is a clear intention to relinquish a right that is fully known to a party, a party cannot be said to waive it. But the matter does not end here. It is also clear that if any element of public interest is involved and a waiver takes place by one of the parties to an agreement, such waiver will not be given effect to if it is contrary to such public interest. This is clear from a reading of the following authorities.”

“25. It is thus clear that if there is any element of public interest involved, the court steps in to thwart any waiver which may be contrary to such public interest.”

20. Hence, in the above-mentioned paragraphs, the Hon’ble Supreme Court observed that if there is any element of public interest involved, the court steps in to thwart any waiver which may be

contrary to such public interest. In the present case, the road which is blocked by the respondent is a public road and the compromise entered between the petitioner and respondent amounts to waiving the right which is against the public policy and public interest.

21. When the query was made to the learned Advocate for the petitioner that whether compromise can be acted in part and waived in part as has been done in the present case. According to the respective parties, they admit that so far as encroachment is concerned, they do not have any qualms about the terms of compromise in that regard. Only to the extent of obstruction road, the petitioner is not agreeable to the terms of compromise and though he has entered into compromise by waiving his right. He justifies the order passed by SDO and has also challenged the order passed by the Minister. According to him, the compromise is severable compromise which is nothing but an agreement. Doctrine of severability is applicable even in case of contracts.

22. If there is an objectionable part in a compromise, it is certainly severable and therefore, according to him, so far as the part of objection regarding the obstruction of 15 meter and 13.5 meter road is concerned i.e. it is severable, hence, the SDO has passed an order which cannot be faulted with. In this regard, he has relied upon

the judgment of **Shin Satellite Public Co. Ltd. Vs. Jain Studios Ltd. (2006)2 SCC 628**. In the above case, the question that arise for determination before the Court was whether arbitration agreement is legal, valid and enforceable. In the arbitration clause, there was a stipulation that the arbitrator's determination shall be final and binding between the parties and parties waive all rights of appeal or objection in any jurisdiction referring to the clause of severability. Similarly, there was a severability clause, which reads thus :

“20. Severability.- If any provision of this agreement is held invalid, illegal or unenforceable for any reason, including by judgment of, or interpretation of relevant law, by any court of competent jurisdiction, the continuation in full force and effect of the remainder of them shall not be prejudiced.”

23. Considering the clauses above, the Hon'ble Supreme Court has observed that if a contract is in several parts, the one which are legal and valid, are enforceable, lawful parts can be enforced provided that they are severable. The learned Advocate for the petitioner hence, submits that considering the above settled position of law, the part of compromise which he had entered into, was against the public policy and it can be severed it has rightly not been taken into consideration by the SDO, while passing the order. Therefore, he requests that the order passed by the Minister is passed without taking into consideration the well settled principle of element

of public policy and severability of terms of compromise. Hence, on that count, the order passed by the Minister deserves to be quashed and set aside.

24. Per contra, learned Advocate Smt. Ansari for respondents No. 1 to 4 has opposed the petition on the ground that the petitioner, having once entered into terms of compromise, cannot again turn back and challenge it. It is her contention that, she has fully complied with the terms of the compromise. In the terms of compromise, it has been noted that there is a small gate kept in the wire fencing between the gat numbers of petitioner and respondent and it is admitted that respective parties will not create any obstruction for usage thereof. So far as the order passed by the SDO is concerned, the SDO has exceeded his jurisdiction by passing the order, beyond the terms of compromise.

25. It is her contention that she has acted and implemented all the terms of compromise. She also raised objection to the report of the Deputy Superintendent of Land Record which is relied upon by the SDO while passing the order. According to her, the report was never served on her. She was not present during the inspection conducted by the SDO on 29.07.2015. Therefore, passing of order on the basis of the report conducted by Superintendent of Land Record

as well as the the inspection which is conducted by the SDO dated 29.07.2015 without making available the copies of such panchanama as well as report to the respondents amounts to violation of principles of natural justice.

26. It is the contention of the respondent that even the grievance of the petitioner herein while making the application to the SDO was limited only to the extent of encroachment and the obstructions to his approach road between the gat number of petitioner and respondents. When there was already a compromise regarding the encroachment as well as the obstructions made on the road, the SDO without there being any complaint whatsoever, has no business to make observations regarding the construction made by the respondents by recording that the respondent has constructed the godown contrary to the sanctioned lay out.

27. As per sanctioned lay out, plots No. 1 to 5 and 8 to 11 were independent. However, by making construction on plots No. 1 to 5, a single godown was constructed and the same has been done with the plots No. 8 to 11 which according to the SDO, is contrary to the conditions of NA as well as lay out. In the operative order, he has directed that the respondents herein should get the construction regularised in accordance with the conditions of the NA as well as

sanction lay out.

28. The respondent No. 5 also filed the reply affidavit. It is the contention of the learned AGP that the proposal for commercial lay out plan for 'Transfer Godown for Goods' in the suit, land bearing gat No. 66/1 (c + d) of Mauje Paldhi Bk. Tq. Dharangaon, Dist. Jalgaon was received by the Office of Assistant Director of Town Planning, Jalgaon. On scrutiny of the proposal, it has recommended the lay out in the suit land vide letter dated 22.07.2010. Later a revised proposal for same purpose was received by the Office of Respondent No. 5 vide letter dated 08.09.2010 which was sanctioned on 18.09.2010. After receiving the sanction, SDO, Jalgaon has finally approved the lay out and accordingly granted the NA permission on the suit land vide order dated 29.06.2012. It is stated that the road in the lay out has to be kept open for public use as per condition No. 6 of the NA order which includes 13.50 meter and 15 meter wide road in the lay out. Hence, in view of the condition No. 6 in the NA order, the SDO, Jalgaon has passed the order.

29. I have heard respective parties and after hearing and going through the documents placed on record, the question that arises for consideration is whether the authority i.e. SDO could have

passed order beyond the terms of compromise. The undisputed facts as per the record are that ; (1) the petitioner is the owner of Gat No. 73 which is adjoining Gat No. 696/1, 66/1/d and 66/1/c. (2) The respondent has been granted NA permission on 29.06.2012 for commercial use with certain terms and conditions and in the sanction lay out which is also not disputed. There is a 15 meter wide road as well as 13.5 meter wide road. Both the roads are adjoining to Gat No. 73 which is owned by the petitioner. (3) As per the conditions of the NA, the roads are to be kept open for the passage of adjoining land holders. (4) The petitioner herein had filed a complaint about the encroachment on the land in Gat No. 73 made by the respondent as well as the road which is existing in the land of the respondent has been blocked. (5) There was a compromise between the parties. According to terms of compromise, it was decided that the respondent herein has already removed whatever encroachment and he had handed over the possession of the land.

30. So far as the wire fencing is concerned, it was a condition in the compromise that in future, if there is a necessity of making permanent construction, the respective parties will not take any objection to the said construction. The small gate which is kept open for the use of petitioner herein will not be obstructed by either of the

sides and the wire fencing which is made by the appellant, the respondents will not claim any right over the said fencing. Since there is a compromise entered into between the parties, the appellant will not raise any objection with regard to it and he has given up his right to proceed with the pending matter.

31. In view of the said compromise, according to the respondent, there should not have been any order passed by the SDO. It is apparent that during the pendency of the application / complaint of the petitioner, the SDO has visited the spot and has observed certain irregularities and illegalities committed by the respondent herein. Therefore, he had made observations in his order dated 29.06.2012. So far as the terms of the compromise is concerned, it has been recorded by the SDO that the respective parties should adhere to their boundaries as mentioned in the compromise. Thereafter, either of the gat holders if at all find it necessary that there is need of opening the 15 meter as well as 13.5 meter road, the respective party shall make available the said road by removing the obstruction. So far as these two directions are concerned, there is nothing which is contrary to the compromise entered between the parties. The only objection regarding clause No. 2 in the order directing the respondent herein to get the construction regularise is

concerned, there is nothing to be aggrieved by the said order.

32. Hence, on going through the passed by the SDO, the operative part was not contrary to the terms of compromise. So far as the regularisation of construction part is concerned, it was very much within the power of SDO to direct the respondents herein on the basis of inspection conducted by the SDO himself on the spot on 29.06.2015. The SDO has not exceeded his jurisdiction by passing the said order. Though it is the contention of the respondent herein that he has exceeded his jurisdiction by passing the order which is beyond the terms of compromise, but as can be gathered from the judicial pronouncements of the Hon'ble Supreme Court in **All India Power Engineering Federation** (Supra) as well as **Shin Satellite** (supra), that when there is a compromise between the parties which amounts to waiver which affects the public interest in such case, Section 63 of the Contract Act governs. If any public interest is involved and waiver is exercised by one of the party, an agreement of such waiver will not be given effect to if it is contrary to such public interest. Whenever such public interest is involved, the Court steps into to thwart any waiver which may be contrary to such public interest.

33. Similar is the view taken by this Court in case of **Kisan Shivram Marwadi Vs. Nama Rama Vir (1910)12 BOMLR 1024**, when a similar question fall for the consideration of this Court. In para 9 of the **Shivram** (supra), it is held thus :

“9. We are of opinion, moreover, that the mere fact, that the defendant though apprised of the terms of the compromise agreed to it, does not invest the Court with jurisdiction to pass a decree to carry out such a compromise. It must be observed that the only knowledge which appears to have been brought home to the defendant is a knowledge of the terms of the compromise, not a knowledge of his legal position under the specially favourable Dekkhan Agriculturists' Relief Act. That is important in connection with Section 12 of the Act which deals with admissions by the debtor, and requires the Court to be satisfied, before giving effect to such admissions, that they were made with the full knowledge of the debtor's legal rights as against the creditor. This section and Section 13 seem to us to indicate that the object of the Act was to place the defendant-agriculturist's interests rather in the hands of the Court for protection than to trust them to the hands of the defendant himself.”

34. All the above judicial pronouncements succinctly observes that whenever there is compromise and it is opposed to the public policy or statute, it is not binding on the Court. Hence, in view of the above observations though there was a compromise between the petitioner and the respondents, the order passed by the SDO cannot be held to be passed by exceeding the jurisdiction.

35. In view of the settled position of law as stated here-in-

above, the order passed by the Minister which has taken a view that the order passed by the SDO is beyond his powers and jurisdiction and is not according to the compromise, needs to be quashed and set aside. Resultantly, writ petition deserves to be allowed. Hence, following order.

ORDER

- I. Writ Petition is **allowed** in terms of prayer Clause **(B)**.
- II. The order dated 15.07.2019 passed by the Minister for State (Revenue), Government of Maharashtra in Second Revision Application No. जमीन—३२१८/प्र.क्र.१९०/ज—६अ stands quashed and set aside.
- III. Rule made absolute in above terms.

[MANJUSHA DESHPANDE, J.]

Omkar Joshi