IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 14935 OF 2023

AGRICULTURAL PRODUCE MARKET COMMITTEE THROUGH ITS SECRETARY
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS PRINCIPLE SECRETARY AND OTEHRS

WITH
CIVIL APPLICATION NO. 656 OF 2025
IN WP/14935/2023

DATTA KISANRAO HATKADAKE
VERSUS
AGRICULTURAL PRODUCE MARKET COMMITTEE THROUGH ITS SECRETARY AND OTHERS

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Mr. P. D. Bachate, Advocate for the Petitioner
Mr. V. M. Kagne, AGP for Respondent Nos. 1, 2 and 4
Mr. D. N. Suryawanshi, Advocate for Respondent Nos. 3 and 5
Mr. S. S. Thombre, Advocte for the Applicant / intervenor

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CORAM : MANISH PITALE AND
Y. G. KHOBRAGADE, JJ.

DATE : 11.08.2025

PER COURT :-

1. Heard the learned counsel for the Petitioner and the learned counsel appearing for the contesting Respondent No.3.

2. On 09.02.2024, this Court while issuing notice, granted interim relief to the extent that the impugned tender notice issued by Respondent No.3, shall not be finalised.

3. We are inclined to allow this Petition for the reason that the documents placed on record do show that it is the Petitioner Agricultural Produce Market Committee, Mantha, which is the owner of the subject land. The documents on record show that the subject land was leased out in favour of Respondent No.7 as per the document dated 24.12.1976. Respondent No.7, in turn, executed a sub-lease in favour of Respondent No.3 on 13.08.1990. It was initially for a period of 30 years and clause 8 of the said document stipulated that the said sub-lease could be extended for a further period of 30 years.

4. The record further shows that after the initial period of 30 years expired, Respondent No.3 sent certain communications to Respondent No.7 for renewal of the lease period. There was no action taken by Respondent No.7 in that regard.

5. It is also an admitted position that Respondent No.7 went into liquidation. The document on record at Exhibit-“E” shows that

the custodian of Respondent No.7, upon going into liquidation, had written a communication on 20.09.2023 to Respondent No.5 recording the fact that the lease-deed was itself cancelled on 08.07.2021 by the Petitioner and the possession of the subject land was also taken over.

6. The aspect of taking over possession is seriously disputed by Respondent No. 3, however, there is no escaping the fact that the sublease dated 13.08.1990, executed in favour of Respondent No.3, has expired, and till date, no renewal document has ever been executed. There is also nothing to show that Respondent No.3 took any positive steps in that regard, apart from sending certain communications to Respondent No.7. There is nothing to show that Respondent No.3 initiated any legal proceeding against Respondent No.7 for its purported right of the renewal of the sub-lease. As to whether the Petitioner has taken over possession of the subject land is being disputed by Respondent No.3, but that too would be a disputed question of fact.

7. In such circumstances, we find that Respondent No.3 could not have issued the impugned e-tender notice for giving the

godown / shops / open land in the subject property on lease to a third party.

8. It is also a matter of record that in pursuance of the interim relief dated 09.02.2024, further proceedings in respect of impugned e-mail tender notice, have not been finalised.

9. In the light of the facts noted above, we are inclined to accept the submissions made on behalf of the Petitioner and therefore, the Writ Petition deserves to be allowed.

10. Accordingly, the Writ Petition is allowed in terms of prayer clause (B). Pending applications, if any, also stand disposed of.

[Y. G. KHOBRAGADE, J.] **[MANISH PITALE, J.]**

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