

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 3729 OF 2024

Ramesh Vasantrao Patil

...Petitioner

Versus

The State of Maharashtra & ors.

...Respondents

Mr Shyamsunder Solanki i/b PNP and Associates for the Petitioner.

Ms. Savita A. Prabhune, AGP for the State/ Respondent Nos.1 to 3.

Mr. Vishal Kanade a/w Mr. Bhalchandra Mote for the Respondent No.4.

CORAM : G.S. KULKARNI &
ARIF S. DOCTOR, JJ.

DATE : 14th JULY, 2025.

P.C:

1 We had heard the present proceedings on 8th July 2025 and had closed the matter for passing orders. However, in the course of the dictation of our order, we have noticed that the Learned Single Judge in passing the order dated 5th September 2022 in Writ Petition No.5222 of 2022 filed by Respondent No.4 while admitting the petition, granted interim relief in terms of prayer clause (b). Copy of the petition filed by Respondent No.4 is annexed to this petition, where such prayer can be noted. Prayer clause (b) reads thus;

“(b) This Hon’ble Court be pleased to dismiss Appeal No.70 of 2021 filed by Respondent No.2 to 11 before the Hon’ble Minister Department of Rural development.”

2 Prayer clause (b), however, appears to be a final prayer and the interim relief which was prayed for by Respondent No.4 was in terms of prayer clause (d), which reads thus:

“(d) Pending hearing and final disposal of this Petition, the Execution, operation, implementation and effect of the Order dated 23/2/2022

passed by the Hon'ble Minister, Department of Rural development in Appeal no. 70 of 2022 and Appeal no. 76 of 2022 being Exhibit-M to this Petition be stayed.”

3 If the Court is to consider the order at it stands, that is the interim relief granted in terms of prayer clause (b), there is certainly something which is incongruent. In such context the parties would agree that it is a typographical error as the interim prayer was in fact been which was prayed in terms of prayer clause (d) and not prayer clause (b), which dismisses the appeal filed by the Petitioner before the Hon’ble Minister. Mr. Kanade had fairly stated that prayer clause (d) was the only interim prayer and parties have proceeded on assumption that what has been granted as an interim relief in terms of prayer clause (d), i.e. the stay to the execution, operation and implementation of the order dated 23rd February 2022 passed by the Hon’ble Minister, Department of Rural Development, passed in Appeal No.70 of 22 and Appeal No.76 of 2022. Such position also not been disputed on behalf of the Petitioner. We accordingly proceed on the footing that as agreed between the parties that the interim orders passed by the Learned Single Judge are infact in terms of prayer clause (d). Mr. Kanade has also submitted that they have already filed a preacipe for correction of the said order and the same is pending consideration for the Learned Single Judge.

4 On the aforesaid premise, we proceed to list the proceedings for pronouncement of judgment on **16th July 2025**.

[ARIF S. DOCTOR, J.]

[G.S. KULKARNI, J.]