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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION  
SECOND APPEAL NO. 280 OF 2025  
WITH  
INTERIM APPLICATION NO. 11899 OF 2024**

Shree Warana Mahila Sahakari ... Appellant/Applicant  
Patsanstha Ltd. Through  
Chairman Smt. Chaya Vasant Barge  
Vs.  
Gramvikas Adhikari /Gram Panchayat ... Respondents  
through Rangrao Sayaji Yewale and Anr.

Mr. Pratap Patil i/b. Mr. T. S. Shendge for the Appellant/Applicant.  
Mr. Y. S. Bhate for the Respondents.

**CORAM : GAURI GODSE, J.**

**DATE : 9<sup>th</sup> APRIL 2025**

**ORDER :**

1. Heard learned counsel for the parties. The second appeal is admitted on the following substantial questions of law :

- (i) Whether the appellants' suit for specific performance of the contract for extension of the lease period on the ground of accepting lease rent for a period of 15 years was accepted by the defendants, is erroneously dismissed on the ground of bar under Section 59 of The Bombay Village Panchayats Act, 1958 ?

(ii) Considering the source of possession of the appellant by way of a registered lease document and in the absence of any action initiated for possession on the ground of alleged termination of the lease agreement, whether the appellants' prayer for injunction protecting possession could have been refused ?

2. Learned Advocate for the respondents waives notice.
3. Call for record and proceedings.
4. Printing is dispensed with.
5. Learned Advocate for the appellants shall file private paper book within one year from today.

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6. Rule on interim relief in terms of prayer clause(a) is made returnable on 18<sup>th</sup> June 2025.
7. Learned Advocate for the respondents waives notice.
8. Ad-interim protection granted by this court shall continue during the pendency of the application.
9. The respondents are at liberty to file their affidavit in reply before the next date with an advance copy to the learned counsel for the appellant.

10. Learned counsel for the appellant on instructions submits that the appellant would be agreeable to exploring possibility of amicable settlement.

11. It is therefore clarified that though the second appeal is admitted, the parties are at liberty to explore possibility of an amicable settlement in the meantime.

**[GAURI GODSE, J.]**