

Ajay

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 1832 OF 2025

Maharashtra Industrial Development
Corporation and Ors. .. Petitioners

Versus

Indiabulls Industrial Infrastructure Limited and
Ors. .. Respondents

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- Mr. Prashant Chawan, Senior Advocate a/w. Ms. Kinjal Jain, Advocate for Petitioners.
 - Mr. Shyam Dewani a/w. Mr. Chirag Chanani, Advocate i/by Dewani & Associates for Respondent Nos.1 and 2.
 - Mr. Sachet Mukhija, Advocate for Respondent No.3 through Video Conferencing.

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CORAM : MILIND N. JADHAV, J.

DATE : SEPTEMBER 22, 2025.

P.C.:

1. Heard Mr. Chawan, learned Advocate for Petitioners; Mr. Dewani, learned Advocate for Respondent Nos.1 and 2 and Mr. Mukhija, learned Advocate for Respondent No.3 through video conferencing.

2. Mr. Chawan, learned Senior Advocate appears on behalf of Respondents in Regular Civil Appeal No.55 of 2024 which is filed by private Respondents before the District Judge, Nashik under Section 7 of the Bombay Government Premises (Eviction) Act, 1955 (for short 'the said Act').

3. Mr. Chawan would submit that on 12.07.2007, Memorandum of Understanding (for short '**MOU**') was executed between Petitioners and Respondents for development of a Special Economic Zone, at Sinner, Nashik for 1000 Hectare and in pursuance thereof parties entered into a Shareholders Agreements (for short '**SHA**') specifying the rights and obligations of parties whereby Maharashtra Industrial Development Corporation (for short '**MIDC**') would own 11% and Respondent No.2 would own 89% of stake in the said lands. He would submit that tenure of 5 years was stipulated under clause 19.1 of the SHA and additionally further development of four different areas namely, 400 acres for Partur, Jalna; 50 acres for textile park, Nanded city; 50 acres for food part in Latur and 100 acres for fireworks part in Osmanabad was also determined in addition to the originally proposed 1000 hectares.

3.1. He would submit that in the year 2007, supplemental SHA was executed between the parties. He would submit that on 13.09.2007, a Lease Deed was executed between parties for the aforesaid grant which included termination clause for breach of its conditions. He would submit that separate Lease Deed was also executed in respect of smaller areas of plots admeasuring 8.24 hectors on 20.12.2007, area admeasuring 20.73 hectares on 20.07.2010 and area admeasuring 18.85 hectares on 06.02.2012 which are appended to the Petition.

3.2. He would fairly and candidly inform the Court that the entire area was divided into processing and non-processing zone in which the area falling under the processing zone was approximately 512.068 hectares and the balance area admeasuring 499.196 was non-processing zone. He would submit the tenure mentioned in the MOU between parties ended in the year 2012, but Petitioners themselves granted extension of two years time upto the year 2015. He would submit that since according to Petitioners a substantial portion out of the aforesaid area handed over for development to Respondents remained undeveloped. Petitioners were compelled to issue show cause notice dated 21.02.2022 to Respondents. Thereafter Respondents approached this Court in its writ jurisdiction to challenge the said show cause notice upon which appropriate directions were passed by this Court requiring Petitioners to take appropriate steps as available to them in law. Pursuant to this Respondents issued eviction notice dated 18.07.2023 under the extant provisions of the said Act. The eviction notice was responded to and contested by Respondents upon which a fresh show cause notice was issued on 23.10.2023 and it culminated by virtue of the order of eviction dated 29.02.2024 passed by Estate Officer / Competent Authority of Petitioners after following the due process of law under the said Act. He would inform the Court that the said order, *inter alia*, pertains to the area of processing zone only and does not concern with the non-processing zone area.

3.3. Grievance of Petitioners is that the entirety of the processing zone has not been developed as per MOU and therefore they have sought eviction of Respondents. The eviction order is challenged in Regular Civil Appeal No.55 of 2024 under Section 7 of the said Act wherein Application below Exhibit '4' seeking stay to the effect and implementation of the said order stands allowed by the learned Appeal Court.

3.4. Mr. Chawan makes a grievance with respect to reasoning given by learned Appeal Court in paragraph No.13 of the Award appended at page No.31 of the Petition and would contend that the said reasoning is not justifiable in the facts of the present case.

4. *PER CONTRA*, Mr. Dewani has in brevity submitted and argued the aforesaid timeline and would submit that the Court will have to balance convenience and see whether irreparable harm or injustice is meted out to Respondents in the facts and circumstances of the present case which have been noted by the Court while recording the submissions made by Mr. Chawan.

4.1. He would submit that if Court notices the fact that the SHA itself gives a bifurcation of the originally granted area of 1000 hectares and area admeasuring 600 hectares and bifurcation for development at four different places which is in addition to the 1000 hectares which has been given to Respondents, then development is evitable *prima*

facie. He would submit that it is not the case of Petitioners that Respondents have derelicted and not carried out any development.

5. I have heard Mr. Chawan, learned Advocate for Petitioners; Mr. Dewani, learned Advocate for Respondent Nos.1 and 2 and Mr. Mukhija, learned Advocate for Respondent No.3 through video conferencing and perused the record of the case.

6. He would submit that development of this magnitude undoubtedly requires various government permissions and sanctions for the purpose of development and therefore the bonafides of Respondents are *prima facie* proved when Petitioners themselves make a statement that the impugned order does not pertain to the non-processing zone which Respondents have developed in its entirety.

7. Be that as it may, after hearing the submissions advanced by both the learned Advocates at the bar and considering the record of the case, *prima facie* it is seen that if the parameters of injunction are required to be considered by any Civil Court in the facts and circumstances of the present case which are stated herein above while recording the submissions of both the learned Advocates, it would be justifiable for rejection of interim relief though the reason which is returned in paragraph No.13 may sound innocuous on the face of it, but the same has to be looked at holistically in view of the facts and circumstances of the present case and more importantly whether

irreparable harm and damage that may be caused to Respondents for the development already undertaken by them.

8. In that view of the matter, I reckon that the impugned order deserves to be upheld for all the aforesaid *prima faice* observations and reasons. It is upheld. Resultantly Petition fails.

9. Needless to state that the pending Regular Civil Appeal shall be decided strictly in accordance with law without being influenced by any of the observations made either in the impugned order or this very order by the learned Appeal Court.

10. Needless to state that it would be also in the interest of justice, if Regular Civil Appeal No.55 of 2024 is expedited by this Court considering that the Appeal pertains to the the year 2024. All that I can persuade the learned Appeal Court is to expedite hearing of the Appeal strictly in accordance with law. No coercive steps shall be taken on the Respondents in furtherance of the eviction order which is subject matter of the Regular Civil Appeal until the Appeal is decided and for a further period of four (4) weeks thereafter if the order in Appeal is adverse to the Respondents to enable them to take recourse to the Superior Court.

11. All contentions of the parties are expressly kept open without this Court gives any imprimatur or opinion on merits of the matter.

12. With the above directions, Writ Petition is disposed.

[MILIND N. JADHAV, J.]

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