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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO. 4131/2022

Prerna Education Society, Mumbai thr. Its President .Vs. State of Maharashtra & Ors.

AND

WRIT PETITION NO. 5957/2019

Prerna Education Society, Mumbai thr. Its President .Vs. State of Maharashtra & Ors.

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Mr. S. P. Rajurkar, Advocate for petitioner.
Mrs. R. Sharma, A.G.P. for respondent Nos.1 to 3.
Mr. V. S. Mishra, Advocate for respondent No. 4.

CORAM : ANIL L. PANSARE AND Y. G. KHOBRADE, JJ.

DATE : OCTOBER 7, 2025

On 22.09.2025, following order was passed.

“Heard.

2. Counsel for petitioner submits that despite there being interim relief granted in favour of petitioner, thereby directing the respondents not to transfer the school under question, respondent No.1 has transferred the school in favour of respondent No.4.

3. Counsel for respondent No.4 submits that the petitioner accepted Rs.10,00,000/- to give consent to transfer the school. The amount was paid on or about 24.02.2023 He seeks time to file reply.

4. Time is granted but strictly as last chance. If the reply is not filed, the petition shall proceed without reply.

Stand over to 07.10.2025.”

2. As could be seen, counsel for petitioner submitted that there was an interim relief in favour of the petitioner directing the respondents not to transfer the school under question. However, respondent No.1 has transferred the school in favour of respondent No.4.

3. When inquired with the petitioner's counsel as to whether such an interim relief was granted, he has invited our attention to order dated 27.08.2019, wherein this Court has stayed advertisement dated 07.08.2019, issued by respondent No.2. Perusal of the advertisement indicates that respondent No.2 has invited bids from the interested persons to acquire the school run by petitioner.

4. Thus, it is obvious that the advertisement was stayed, meaning thereby that the respondents could not have proceeded further in terms of aforesaid advertisement.

5. However, what transpired after passing the interim relief, is surprising. The counsel for respondent No.4 submits that the parties have arrived at certain terms by which the petitioner agreed to transfer the aforesaid Ashram School in favour of respondent No.4. One such document is a consent term dated 24.02.2022. The document refers to pendency of Writ Petition No.5957/2019. It is noted in the document that the financial condition of the petitioner is not good and the Ashram School is closed. Accordingly, the petitioner agreed to transfer the Ashram School in favour of respondent No.4. A resolution to that effect has been unanimously passed by the petitioner's managing committee. The document further indicates that the petitioner agreed to unconditionally withdraw the present petition. Accordingly, consent was given by the petitioner to transfer the Ashram School in favour of respondent No.4. The consent term is signed by the petitioner and respondent No.4 herein. It has been signed in presence of two witnesses.

6. We need not comment upon the validity and the manner in which the Ashram School has been transferred because there are guidelines framed by this Court *Jeevanjiyoti Krida and Shikshan Prasarak Mandal Vs. State of Maharashtra and Ors. [2012 SCC OnLine Bom 1334]*, which respondent Nos. 1 to 3 are supposed to follow where an Ashram School run by one society is to be transferred to other.

7. The point, however, is that the petitioner itself has, in a way, flouted the interim order passed by this Court. As such, counsel for petitioner submits that he has filed police complaint alleging that his signature on these documents were forged and that the police complaint was filed on 26.04.2023. We, however, find that there is a document having signature of petitioner. Whether the signature is forged or not is a question that cannot be decided here. The fact remains that the document placed before us by respondent No.4 indicates that the petitioner himself is responsible for flouting the order dated 27.08.2019.

8. Counsel for respondent No.4 has invited our attention to yet another document dated 16.03.2023. It is the certificate issued by Cooperative Bank saying that on 27.12.2022, an amount of Rs.10,00,000/- was transferred from the account of respondent No.4 in the account of the petitioner. According to respondent No.4, this amount has been accepted by the petitioner as a financial aid for getting the school transferred in favour of respondent No.4.

9. Here also, we will not validate the terminology used to transfer the amount viz. “Financial Aid”. What appears from the document is that the petitioner accepted Rs.10,00,000/- to give no objection to transfer the Ashram School run by it in favour of respondent No.4.

10. The aforesaid document is something which indicates that both the parties have willingly neutralized the order dated 27.08.2019 passed by this Court. Counsel for petitioner submits that these documents are fabricated and cannot be relied upon. According to him, amount of Rs.10,00,000/- was received by the petitioner for different purpose, which according to the petitioner’s counsel, is for construction of Ashram School run by the petitioner.

11. Thus, there are multiple questions of fact, which are disputed by the parties. The petitioner’s counsel, however, argued that this is a case where the Court can exercise jurisdiction under Article 226 of the Constitution of India.

12. Prima facie, we are of the view that the petitioner has an alternative and efficacious remedy available under the Code i.e. filing appeal under Section 2.19 of the Ashram School Code, 2017 or 2019, as the case may be. However, the petitioners counsel shall, accordingly, satisfy this Court as to how the disputed questions of fact can be addressed in writ jurisdiction under Article 226 of the Constitution of India. We would also like to test the bona fides of the petitioner.

13. We, accordingly, direct the petitioner to deposit Rs.10,00,000/- before this Court within two weeks from today, failing which the petition shall stand dismissed for non compliance of the order. In such eventuality, the Registry shall proceed to recover the amount from the petitioner as land revenue.

14. Stand over after Diwali Holidays.

(JUDGE)

(JUDGE)

Kahale