



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.**

WRIT PETITION NO. 4442/2024

PETITIONER:-

Rohit S/o Vinod Harwani,

Aged about 35 years, Occ. Business,
R/o. Bapu Colony, In front of Dr.
Sevani Hospital, Amravati, Tq. &
District Amravati

// VERSUS //

RESPONDENT(S):-

(1) Amravati Municipal Corporation,

Through its Municipal
Commissioner, Office at
Rajkamal Chowk, Amravati,
Tq. & District Amravati

(2) Municipal Commissioner,
Amravati Municipal
Corporation, Office at
Rajkamal Chowk, Amravati,
Tq. & District Amravati

**(3) Deputy Municipal
Commissioner,
Amravati Municipal
Corporation, Office at
Rajkamal Chowk, Amravati,
Tq. & District Amravati**

Shri P.R. Agrawal, Advocate for the Petitioner(s)
Shri R.D. Dharmadhikari, Advocate for the Respondents

CORAM : M.S. JAWALKAR & PRAVIN S. PATIL, JJ.
JULY 23, 2025

ORAL JUDGMENT :- (PER:- M.S. JAWALKAR, J.)

. **RULE.** Rule made returnable forthwith. Heard finally by consent of learned Counsel for the respective parties.

(2) The Petitioner has filed the present Writ Petition challenging the action of the Respondents – Corporation, particularly the Respondent No. 3 of closing, affixing locks and sealing the Shop Nos. 61, 62 and 63 which are in possession of the Petitioner.

(3) According to the Petitioners, the said action of the Respondents is arbitrary, without the authority of law and violative of Articles 14, 19(1)(g) and 21 of the Constitution of India. It is the contention of the Petitioner that the subject matter of the present Petition are the 3 shops bearing Nos. 61, 62 and 63 situated on the upper basement floor out of the Plot No. 43, out of Sheet No. 68B and Plot Nos. 287/3 and 287/4 out of Sheet No. 81D near Jawahar Gate, Amravati in the sanctioned map which is ad-measuring 127 square feet (carpet area) each.

(4) There was an agreement entered into between the Respondents – Corporation and Builder Shri Chhugaram S/o Lahorimal Khatri. As per the said agreement, the Respondents – Corporation agreed to grant lease of the said three shops in favour of three persons namely (1) Gurumukhdas Chandrumal Pinjani, (2) Rajkumar Chandrumal Pinjani and (3) Dilipkumar Chandrumal Pinjani. It is submitted that on 22/12/2023, the Officials of the Respondents – Corporation, without any prior notice, visited the shops which were in possession of the

Petitioner and put their own locks and seals on the Shop Nos. 61, 62 and 63.

(5) It is the contention of the Petitioner that the lease period was of 25 years, in all the 3 lease agreements dated 17/04/2000. There is a stipulation in the lease agreement that, after expiry of 25 years of lease, the lessor i.e. Respondents – Corporation shall have a right to increase the rent. Thus, the original lessee has a right to retain the premises under the lease. As per the Condition No. 8 of the lease agreement, the lessee has a right to transfer the lease hold rights subject to certain conditions. Thus, the lease hold rights of the original lessee is transferable in nature. On 17/04/2000, the said Gurumukhdas Chandumal Pinjani transferred the lease hold rights of Shop No. 61 in favour of the Petitioner by virtue of Lease-Deed dated 27/11/2022 for the remaining period. Similarly, Rajkumar Chandumal Pinjani and Dilipkumar Chandumal Pinjani have also transferred the lease hold rights of Shop Nos. 62 & 63 respectively in favour of the Petitioner by virtue of Lease-Deed dated 27/11/2022.

(6) It is an admitted position that before sealing the Shop Nos. 61, 62 and 63, no notice was given to the Petitioner. After the said action, the Petitioner handed over three cheques amounting to Rs. 25,000/- each dated 02/04/2024 to the Respondents – Corporation for mutation of the said three shops in favour of the Petitioner.

(7) It is the contention of the Respondents that the said amount is deposited after the seals were put on the said shops on 22/12/2023. Learned Counsel for the Respondent drawn our attention to the Maharashtra Municipal Corporation (Renewal of Lease or Transfer of Immovable Property) Rules, 2019. By relying upon Rule 8 of the Rules of 2019, it is submitted that the lease can be terminated on the grounds as mentioned in the said Rule 8.

(8) As against this, learned Counsel for the Petitioner submitted that even if such action is to be taken, it should be as per the provisions of the Chapter VIII of the Maharashtra Municipal Corporation Act, 1949. Section 81-B(1)(a)(ii) of the Act of 1949 which provides for the procedure before action by the

Commissioner is taken. One month's notice is required to be given to the person concerned. In the present matter, admittedly, no such notice is given to the Petitioner. Even though the alternate remedy is available, as no principles of natural justice are complied with, the Petition is entertained.

(9) It needs to be noted here that Rule 7 (10) of the Rules of 2019 provides for penalty to be imposed, if there is breach of any condition of the lease. In our considered opinion, the action of the Respondents of putting their own locks and seals on the Shop Nos. 61, 62 and 63 of the Petitioner does not sustain in the eyes of law in absence of statutory notice.

(10) Hence, we proceed to pass following order:-

ORDER

(a) The Writ Petition is **allowed**.

- (b)** The action of the Respondents – Corporation of putting their own locks and seals on the Shop Nos. 61, 62 and 63 on 22/12/2023, which are in possession of the Petitioner, is hereby quashed and set aside.
- (c)** The Respondent No. 3 shall immediately remove the locks and seals from the Shop Nos. 61 ,62 and 63 of the Petitioner.
- (d)** The Municipal Corporation is at liberty to take appropriate steps by following the due procedure of law and grant opportunity of hearing to the concerned person.

Rule is made absolute in the above terms.

Pending Application(s), if any, stand(s) **disposed of**.

(PRAVIN S. PATIL, J.)

(M.S. JAWALKAR, J.)