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

WRIT PETITION NO. 6462 OF 2024

PETITIONER : Ashish Anandrao Durugkar, Aged about 54 years, Occ.: Business, R/o. 77, Bajaj Nagar, Nagpur-440010.

-Versus-

RESPONDENTS :

1. The State of Maharashtra, through its Secretary, Revenue and Forest Department, Mantralaya, Mumbai-32.

2. The District Collector, through The District Mining Officer, Nagpur.

Mr.Abhay Sambre, Advocate for the petitioner.
Mr.A.S.Fulzele, Addl.GP for the respondent-State.

CORAM: SMT. M. S. JAWALKAR &
PRAVIN S. PATIL, JJ.

DATE : 24TH JULY, 2025

J U D G M E N T (Per : Smt. M. S. Jawalkar, J.)

Heard the learned counsel for the parties.

2. Rule. Rule made returnable forthwith. Heard finally with the consent of the learned counsel for the parties.

3. The present petition is filed by the petitioner seeking direction to the respondents to renew the lease of the petitioner as per renewal clause of the original lease agreement for a period of ten years.

4. The learned counsel for the petitioner submitted that the allotment of the said plot under the lease was dated 23/07/2014 (Annexure-2) and registered lease agreement was executed on 05/07/2014. In the registered lease agreement, there is renewal clause (Page-35). In view of that clause, the respondents-Authorities can renew the said lease agreement for further period of ten years. The only restriction on renewal is that the renewal should not be more than the lease period originally granted. Even Rule 18 of the Maharashtra Minor Mineral Extraction (Development and Regulation) Rules, 2013 empowers the respondents-Authorities to further extend period of lease not exceeding the duration of the original lease. The original lease was for ten years. Therefore, there is no impediment in granting renewal of lease up to ten years.

5. The learned counsel for the petitioner relied on judgment

dated 15/09/2022 in *Writ Petition No.3249 of 2020 (Ajitkumar Amolakchand Jain v. The Collector)* with other connected matter, wherein this Court observed that "*So, what is clear now is that if the original lease order incorporates the condition for renewal of lease, applications made for renewal of lease could be appropriately considered and even granted, if the other terms and conditions governing the question of renewal of lease are fulfilled.*"

6. Similarly, the petitioner is relying on the judgments in Writ Petition Nos.3242 of 2020, 4748 of 2024, 5316 of 2024, 5590 of 2024 and other writ petitions, wherein direction was given to execute a lease deed of renewal in favour of the petitioner on the basis of the judgment passed in *Ajitkumar Amolakchand Jain v. The Collector* (*supra*).

7. The only contention of the learned Additional Government Pleader is that in the lease agreement, in renewal clause there are two blank places in respect of period of renewal. In view of renewal clause, it is necessary to get satisfied about renewal of lease by the Authorities and then only the period for lease is to be fixed. In view thereof, these blank places are having no significance.

8. The respondents if satisfied, they may renew the lease upto

10 years but not more than ten years. It is the respondent Nos.1 and 2, who will decide the period and accordingly renew the lease. However, there is no dispute that renewal clause entitles the petitioner to get the lease renewed, if other conditions are satisfied.

9. As such, the petition is allowed. The respondent Nos.1 and 2 are directed to consider the renewal of application of the petitioner within four weeks.

10. The respondent Nos.1 and 2 are at liberty to consider the claim of renewal for even upto ten years, though there is mention of five years in the application for renewal of lease as the case may be.

11. The petition stands disposed of accordingly.

12. Rule is made absolute in the above terms. No costs.

(PRAVIN S. PATIL, J) (SMT.M. S. JAWALKAR, J)

Signed by: Mr. G.S. Khunte
Designation: PS To Honourable Judge
Date: 29/07/2025 10:03:23
KHUNTE