



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

WRIT PETITION NO. 853 OF 2025

M/s Trust Eduventures Pvt. Ltd. and another Vs. State of Maharashtra, Th. Secretary,
Urban Development Department and another

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

Court's or Judge's orders

Mr. S.V. Manohar, Senior Advocate with Mr. A.S. Manohar, Advocate for
Petitioners

Mr. A.S. Fulzele, Addl. GP for Respondent No.1

CORAM: **AVINASH G. GHAROTE AND**
ABHAY J. MANTRI, JJ.

DATED : 17th FEBRUARY, 2025

1. Heard Mr. Manohar, learned Senior
Counsel for the petitioners.

2. The petition questions the communication
dated 24.02.2023 (page 37) and the consequent
order dated 24.02.2023 (page 38) by which the
allotment of land bearing Kh. Nos. 3, 5, 7/2 and 8/2
admeasuring 2221.11 Sq.Mt., which has been
allotted by the Nagpur Improvement Trust to the
petitioners, in terms of the resolution dated
06.05.2022 and the allotment letter dated
23.08.2022 (page 48) has been cancelled. It is
contended, that the petitioners, who were the
highest bidder in the auction held by the Nagpur
Improvement Trust on 24.9.2018 were allotted the
land of Kh. No.155/1 on 27.12.2018. However, since
lateron it was found that in a Regular Civil Suit

No.1112/2018 in which the Nagpur Improvement Trust was party, Civil Court by order dated 01.01.2020 had issued a direction not to transfer the aforesaid land, the petitioners had approached the NIT for cancellation of auction, consequent allotment and damages, in pursuance of which in negotiations, alternative plot of land bearing Plot No. 41/1, Mouza Hajaripahad and Kh Nos.3, 5, 7/2 and 8/2 of Mouza Indora were allotted to the petitioners by order dated 06.5.2022 passed by the respondent No. 1 in which a first right of refusal in respect of Kh. no. 155/1, Mouza Nari, was also granted to the petitioners. Regular Civil Suit No. 1112/2018 came to be dismissed on 25.8.2022 against which appeal came to be filed, which also came to be dismissed on 14.02.2023. Since there was no stay in the first appeal, on the petitioners exercising the option of first right to refusal, by expressing its intention to purchase the said land, it was allotted to the petitioners on 28.9.2022 in respect of which lease was executed in favour of the petitioners on 20.10.2022 (page 61). The impugned communication dated 24.2.2023 (page 37) and consequent order dated 24.2.2023 (page 38) by the NIT cancels the allotment and lease in respect of Kh. Nos. 3, 5, 7/2, 8/2 admeasuring 2221.11 Sq.Mtr. and also in respect of Kh. 155/1 Mouza Nari. It is

contended, that the impugned order dated 24.2.2023 is without hearing the petitioners. It is also necessary to note, that in Second Appeal No. 159/2023, filed by the original plaintiff in R.C.S. No. 1112/2018 a notice has been issued and status quo has been directed to be maintained in respect of land Kh. No. 155/1, Mouza Nari by the order dated 03.05.2023. This would indicate that insofar as right to first refusal, the same would be subject to final result of Second Appeal No. 159/2023.

2. In view of the above position, issue notice for final disposal, returnable on 28.02.2025.

3. Mr. S.M. Uike, learned Additional Government Pleader waives service of notice for respondent No.1.

4. Since a statement is made that the petitioners in pursuance to the lease dated 20.10.2022, claims to have been in possession, there shall be ad-interim stay in terms of prayer clause (v), till the returnable date.

5. The petitioners to serve the respondents by all modes permissible in law, including hamdast.

(ABHAY J. MANTRI, J.)

(AVINASH G. GHAROTE, J.)