



**IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD**

**FIRST APPEAL NO.2746 OF 2025
WITH
CIVIL APPLICATION NO. 11230 OF 2025**

Pralhad Arjunrao Kale
Age: 54 years, Occu: Agriculture,
R/o. Depegaon, at post Manjrath,
Tq. Majalgaon, Dist. Beed.

... APPELLANT

VERSUS

1. Maharashtra State Board of Waqfs
Aurangabad, through its Chief Executive
Officer, Panchakki, Aurangabad
2. District Waqf Officer,
District Waqf Office,
Asef Nagar, Beed

... RESPONDENTS

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Mr. Ajinkya A. Joshi h/f Mr. Sharad V. Natu, Advocate for the
Appellant

Mr. N. E. Deshmukh, Advocate for Respondent Nos. 1 and 2

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CORAM : Y. G. KHOBRAGADE, J.

DATE : March 13, 2026

ORDER :-

1. By the present appeal under Section 83 of the Waqf
Act, the appellant challenges the order dated 19.09.2025, passed
in Waqf Application No.75 of 2025, by the Maharashtra Waqf
Tribunal, Aurangabad, thereby affirmed the order dated

11.08.2025, passed by the Deputy Chief Executive Officer of Maharashtra State Waqf Board, in respect of lease of land Survey /Gat No.187 of village Manjrath, Taluka Majalgaon, District Beed.

2. The present appellant is the original applicant and the respondents are the original non-applicant Nos. 1 and 2. For the sake of brevity, I would like to refer the parties to the present appeal in their original capacity, as the applicant and the non-applicants.

3. In short, it is the case of the applicant that the Waqf institution i.e. Masjid at Manjarat, taluka Majalgaon, District Beed, having the agricultural land and it is in the possession of respondent No.1 Waqf Board. On 11.08.2025, the respondent No.1 Waqf Board published a proclamation for giving the Waqf agriculture field bearing Survey/Gat No.187 admeasuring 35 Acre 11 Gunthas for cultivation for a period of three years. The upset price was fixed at Rs.1,67,000/- excluding GST 18% per year. In pursuance of the said tender/proclamation, the present applicant submitted an application on 11.06.2025 and offered highest price for three years and deposited requisite fees. According to the applicant, he complied all the terms and conditions of the proclamation / tender. Thereafter, on

25.06.2025, the District Waqf Officer sent proposal of the tender to respondent No.1 disclosing the names of three bidders, wherein, the applicant's bid was shown highest upset price of the tender. However, on 04.07.2025, the respondent No.1 Waqf Board issued a communication and directed the applicant to deposit an amount of Rs.6,52,269/-, including GST for a period of three years. According to the applicant, the GST is not applicable to the cultivation of agricultural land. The applicant deposited the said amount by issuing cheque. However, respondent No.2 District Waqf Officer, issued a communication dated 28.07.2025 and thereby reduced the period of tender for one year from three years. Subsequently, the applicant was granted two days time to deposit the tender amount and immediately on next day, the said proposal was referred to respondent No.1 Waqf Board. Thereafter, on 28.07.2025 and 29.07.2025, respondent No.1 passed an order but failed to communicate both the orders to the applicant. However, the District Waqf Officer / Respondent No.2 orally informed him about condition of payment and period of tender under communication dated 28.07.2025 and 31.07.2025. Thereafter, the applicant has deposited amount of Rs.6,25,269/- through cheque bearing No.899370 dated 01.08.2025 with the respondent No.2 /

District Waqf Officer. Thereafter, it was instructed him about change of the names appearing on the cheque, because the District Waqf Officer has no officer bank account. Therefore, on 08.08.2025 the applicant issued another cheque in the name of respondent No.1 along with the bank statement. However, on 11.08.2025, the respondent No.1 passed an order in favour of one Sadiq Shah Shaikh Ramzan Shah and allotted tender of cultivation of the land. Therefore, on 04.07.2025, the applicant submitted an application and requested the respondent No.2 for issuance of fresh advertisement by setting aside the applicants bid.

4. It is the contention of the applicant that, he has immediately submitted an application with respondent No.2 District Waqf Officer, disclosing the fact that, he has deposited the requisite tender amount by cheque and complied all the terms and conditions of the advertisement, but without considering his application, respondent No.1 has passed the order dated 13.08.2025 and allotted the land in favour of one Sadiq Shah Shaikh Ramzan Shah, which is illegal, bad in law, hence, prayed to quash and set aside the impugned order.

5. The learned counsel appearing for the applicant submits that, the applicant never served with the notice prior to change in tender condition and no opportunity of hearing was granted to him, therefore, the action on the part of the respondent No.1 while passing the order dated 11.08.2025 is illegal and bad in law.

6. It is further contended that the applicant and the respondents are entered into a concluded contract, hence, it is binding upon both the parties, because, the offer which has been given by the non-applicant, accepted by the applicant and he deposited tender amount by cheque. However, on 11.08.2025, respondent No.1 passed an order and allotted the land under tender to Sadiq Shah Shaikh Ramzan Shah, for a period of three years, hence, action on the part of the respondent is illegal, bad in law and arbitrary.

7. In support of these submissions, the learned counsel appearing for the applicant placed reliance on the case of ***Systra Mva Consulting (India) Private Limited Vs. Mumbai Metropolitan Region Development Authority, 2025 SCC OnLine Bom 342***, wherein, the Division Bench of this Court considered the case of ***Subodh Kumar***

Singh Rathour Vs. Chief Executive Officer, 2024 SCC OnLine SC 1682

and held that, the cancellation of a contract deprives a person of his very valuable rights and is a very drastic step. It is further held that when the private parties perceive that their contractual rights can be easily trampled by the State, they would be dissuaded from participating in public procurement processes which may have a negative impact on such other public-private ventures and ultimately it is the public who would have to bear the brunt thereby frustrating the very object of public interest.

8. In the cited case, it is further held that although the disputes arising purely out of contracts are not amenable to writ jurisdiction, yet keeping in mind the obligation of the State to act fairly and not arbitrarily or capriciously, it is now well settled that when contractual power is being used for public purpose, it is certainly amenable to judicial review. In appropriate cases, the court can issue a writ to correct contractual wrongs committed by the State to ensure that the instrumentalities of the State act in accordance with the provisions of the Constitution, such as Article 14. Once an offer is accepted absolutely and unconditionally, a concluded contract comes into an existence and such contract is binding on the parties.

9. Therefore, the learned counsel for appellant submits that, the learned Waqf Tribunal failed to consider that the bid of the applicant was successfully accepted by respondent No.1, however, without considering the fact of concluded contract, the learned Waqf Tribunal has passed the impugned order dated 19.09.2025, which is illegal, bad in law, hence prayed for quashing and setting aside the same.

10. Per contra, the learned counsel appearing for the respondents canvassed that, as per the tender notice, the Waqf Board decided to allot the agricultural land for cultivation for the period of three years. The upset price was fixed at Rs.2,77,939/-. However, the applicant has quoted lesser amount than the upset price. Further, as per the terms and condition Nos. 2, 5 and 8, the board is having every right to decrease or increase the cultivation period of the agricultural land and all the terms and conditions are well within the knowledge of the applicant. Though the applicant claimed that, there was concluded contract and order dated 11.08.2025 is illegal, however, the applicant submitted a bid in daily newspaper dated 02.06.2025. The minimum bid price for cultivation of land was fixed at Rs.2,77,939/- p.a. However, the applicant has quoted the price of

Rs.1,67,000/- much below the upset price. Therefore, as per the terms and condition No.2 of the tender document, the respondent No.1 has rightly cancelled the tender. Therefore, there was no concluded contract between the applicant and the non applicants. Further, as per the communication dated 28.07.2025, the applicant was informed to deposit the requisite amount within two days, with clear understanding that said amount would be only for one year and not for three years. Despite of said fact, the applicant deposited the cheque dated 01.08.2025 along with written communication and said cheque was not encashed. Therefore, it shows that the applicant failed to deposit the said amount within stipulated period, though his tender was accepted on 11.06.2025.

11. It is further canvassed that, although the non-applicant having received the cheque, but said cheque was not encashed and no amount has been credited in favour of the non-applicant. Therefore, on 11.08.2025, respondent No.1 passed an order and allotted said land to Sadiq Shah Shaikh Ramzan Shah, and as such, the applicant is seeking for setting aside the order dated 11.08.2025 without impleading the said allottee as a party to the proceeding before the Waqf Board. Therefore, on 19.09.2025, the Waqf Board passed the

impugned order and rejected the application of the applicant, which is just and proper, hence, prayed for dismissal of appeal.

12. Having regard to the submissions canvassed on behalf of both the parties, I have gone through the record. On face of record, it *prima facie* appears that, on 02.06.2025, the non-applicant No.1 Board floated the tender dated 11.06.2025 in daily newspaper calling bid for allotment of the Board's land for cultivation for a period of three years. As per the tender document, an upset price of Rs.2,77,939/- per year was fixed. The offer submitted by the applicant was found below the price of upset price of Rs.1,67,000/- against the upset price of Rs.2,77,939/-. As per the terms and conditions of the tender document, the Chief Officer of the Waqf Board having every right to cancel the tender at any point of time and the cultivation period of the land, shall be three years as per condition No.8. The Chief Officer of the Waqf Board, reserved right to reduce the cultivation period.

13. On the face of record, it appears that, on 28.07.2025, the applicant was informed by written communication to deposit the bid amount within a period of two days and said amount would be only

for one year and not for three years. Though the applicant accepted said letter, but he deposited cheque on 01.08.2025 under letter dated 01.08.2025. It is not in dispute that the applicant failed to deposit amount under communication dated 28.07.2025 within the stipulated period though his bid was accepted on 11.06.2025. Not only this, the non-applicant No.1 Board has not encashed the cheque deposited by the applicant. The applicant has not denied that the bid amount which has been quoted by him is less than the minimum bid price as quoted in the tender form. Thereafter, the respondent No.1 passed an order on 11.08.2025 and granted lease in favour of one Sadiq Shah Shaikh Ramzan Shah, as his bid was found highest.

14. Though the applicant challenged the order dated 11.08.2025, whereby the bid of Sadiq Shah Shaikh Ramzan Shah, was accepted, but he was not impleaded as party non-applicant in Waqf Application No.75 of 2025. Since the applicant accepted the communication dated 28.07.2025, wherein he was directed to deposit bid amount within a period of two days and said amount was only for one year and not for a period of three years. Therefore, respondent No.1 communicated their intention for leasing out the agricultural land only for one year. Further, no such bid amount has been credited

in the account of respondent No.1. Therefore, it cannot be held that there is concluded contract between the applicant and the non-applicants.

15. On 19.09.2025, the Waqf Board passed the impugned order and held that the bid submitted by the applicant is much below the minimum bid price and respondent No.1 board is having right to cancel the said contract in terms of Clause 2 and 8. Therefore, the findings recorded by the learned Waqf Board are just and proper and no interference is called at the hands of this Court, hence, the present First Appeal is dismissed. Pending Civil Application No.11230 of 2025 also stands disposed off.

[Y. G. KHOBRAGADE, J.]

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