IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.5528 OF 1999

Shri Vasantrao Udhavrao Shivale
since deceased through Lrs.
Shri Vilas Vasantrao Shivale and ors. … Petitioners

Versus

Shri Shamrao Shankarrao Ingale
since deceased through Lrs.
Mrs. Latadevi Shamrao Ingale and ors. … Respondents

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Mr. Tejas Dande a/w Mr. Bharat Gadhavi, Mr. Aniket Shitole, Mr. Parth Talekar i/b. Mr. Bharat Ghadavi for Petitioners.
Mr.Hemant Ghadigaonkar a/w Ms. Pallabi Chatterjee for the Respondents.

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CORAM : M.M. SATHAYE, J.
DATE : 13 OCTOBER, 2026

P.C. :

1. Heard learned Counsel for the parties. Perused the record.

2. The present Petitioners are legal heirs of the original Petitioner No.1 and Petitioner No.2 and 3, belonging to 'Shivale' family. Respondent No. 1 expired and his legal heirs are on record belonging to 'Ingale' family. Both claim to agriculture tenants. Respondent No. 2 is landlord.

3. The Petitioners are challenging the order dated 02.09.1999 passed by the Designated Member, Maharashtra Revenue Tribunal, Pune ('the Tribunal' for short) in Revision Application No.MRT-P-I-

3/99 (B-6/99) Pune.

4. The dispute is essentially between the Petitioners and the Respondent No.1 (including his legal heirs), both seeking to be recognized as agricultural tenants of old Survey No.266 and 148 situated village Mhalunge, Taluka Khed, District Pune.

5. Initially, the landlord - predecessor of Respondent No.2 (Shantabai Shripad Godbole) and the predecessor of Respondent No.1 (Shankar Gopalrao Ingale) filed the proceedings under Section 32G of The Bombay Tenancy and Agricultural Lands Act, 1948, (for short, 'the said Act') which culminated into order dated 24.04.1969 by which the concerned Tahshildar / Agricultural Land Tribunal ('ALT' for short), Khed, fixed the purchase price and directed that the certificate of purchase be issued in favour of the predecessor of Respondent No.1 (belonging to Ingale family). Since this order was passed without any notice to the predecessor of the Petitioners, they filed Tenancy Appeal No.39 of 1973, which was allowed by Order dated 28.09.1973 by the Sp. Deputy Collector (Tenancy Appeals) Pune and the case was remanded to the Tahshildar /ALT for retrial. This order was based on a compromise Application filed by the parties, proceeding on the footing that both the parties had tenancy rights on the tillers' day, i.e. 01.04.1957.

6. Pursuant to the said remand, the proceedings for fixation of price remained pending for a long time of about 19 years, statement of Respondent No.1 (Shamrao Shankarrao Ingale) was recorded in the year 1992 and in June 1997.

7. The Tahshildar / ALT, Khed, Pune, after considering the documents on record, held that since the order of remand based on the compromise, was not challenged, it is necessary to fix the purchase price payable. Accordingly by order dated 28.06.1997, considering the extent of their share (0-86 R), proportional purchase price was fixed for applicant-members of Shivale family, who were directed to deposit the same, which was directed to be paid over to the other side. It was directed that 32M certificate be issued to the extent of share, in favour of applicant-member of Shivale family.

8. Being aggrieved by above order, Respondent No.1 filed Appeal No. 15 of 1997 under Section 74 of the said Act, which was heard by the Sub- Divisional Officer (Junior Division), Khed, Pune, and by the order dated 28.12.1998 dismissed the appeal, confirming the order above order dated 28.06.1997.

9. Respondent No.1 then filed Revision under Section 76 of the said Act before the Maharashtra Revenue Tribunal, Pune (for short, 'the Tribunal'), which was heard and allowed under the impugned order dated 02.09.1999, by which both orders dated 28.12.1998 and 28.06.1997 are set aside and first order dated 11.08.1969 is confirmed.

10. In these circumstances, this petition has been filed which was admitted on 12.10.1999 and the impugned order of Tribunal was stayed.

SUBMISSIONS

11. Learned Counsel for the Petitioners submitted that when the original order of remand dated 28.09.1973 was not challenged and after a long gap of about 20 years during which when the predecessors expired, in the year 1992, for the first time, the stand was taken on behalf of Respondent No.1 that names of the Petitioners' family was hollow in 7x12 extracts of the subject land and that his mother has not informed him about the compromise between the parties. He submitted that the Tribunal was not justify in considering the legality of the compromise and setting aside the orders passed by the lower authorities. He submitted that the order of remand dated 28.09.1973 was not only based on a compromise but also recorded finding of fact that the rights of the Petitioners were appearing in the 7x12 extract as tenant of which cognizance was taken by the authority. He submitted that the aspect of the Petitioners' holding more lands than ceiling limit was beyond the scope of the revision before the Tribunal and should not have weighed with the Tribunal while passing the impugned order.

12. On the other hand, learned Counsel for the Respondents has supported the impugned order contending *inter alia*, that the alleged compromise was rightly disputed by Respondent No. 1 and the Tribunal has found that the compromise does not disclose any terms and conditions. He submitted that the Tribunal has rightly found that the terms and conditions were not explained to the parties and there was no due verification by the concerned authority about entitlement of the Petitioners' family for fixing of purchase price.

REASONS AND CONCLUSION

13. I have considered the rival submissions and perused the record.

14. At the outset, it is necessary to note that initially the order of remand dated 28.09.1973 recorded that the landlord and only one of the contesting parties, namely Ingale family, applied to the Authority and got the purchase price fixed without notice to the Petitioners' family. In the said order, the Authority had recorded that both the parties and their Advocates submitted a compromise application stating therein in clear terms that both the parties have acquired the rights of tenancy on the tiller's day. It is further specifically held by the Authority while remanding the matter that the right of the Petitioners had appeared in 7x12 extract as 'tenant'.

15. It appears from the record that, after a long lapse of about 20 years, first time in 1992, Respondent No.1 took the stand that the names of the Petitioners' family appeared in the revenue records as hollow entry and he had not been informed by his mother about any compromise. It is not disputed that this remand order dated 28.09.1973 is not challenged by the Respondents. In that view of the matter, the Respondents cannot be permitted to contend that the compromise had not taken place. Without challenging the order of remand, such stand could not have been entertained and it was rightly not entertained by the Tahshildar/ALT, Khed while passing order dated 28.06.1997. The next Authority - the SDO also dismissed the Appeal filed by Respondent No.1.

16. The Respondent No. 1 then carried the matter in the Tribunal. Since the order of remand dated 28.09.1973 is not challenged by

Respondents, the Tribunal for the first time in revisional jurisdiction, could not have gone into legality of compromise.

17. However, it is seen from the memo of Revision Application, that the Respondent No.1 had also raised a specific contention that even if compromise is accepted, it was incumbent upon the Tahshildar / ALT, Khed to take into account mandatory provisions under the said Act so far as the entitlement of the Petitioners is concerned and also consider the extent of land held by the Petitioners' family. Perusal of the impugned order indicates that this is one of the reasons that weighed with the Tribunal. Even if that is so, the Tribunal could not have set aside the orders in favour of the Petitioners, directly reviving the order dated 24.04.1969 that was passed without notice to the Petitioners and in favour of Respondents.

18. Therefore, in the aforesaid facts and circumstances, in my considered view, if the Tribunal found that the entitlement of the Petitioners is necessary to be tested, then it should have remanded the matter before the concerned Tahshildar / ALT for consideration of the rival claims in the proceedings under 32G of the said Act for fixation of purchase price in accordance with law. However, the same has not been done, which has resulted in miscarriage of justice.

19. Taking overall view of the matter and for the reasons indicated above, I am inclined to interfere partially.

20. Hence the challenge succeeds partly. Writ Petition is partly allowed by passing the following order :

i) The impugned order dated 02.09.1999 passed by the Tribunal is set aside. Revision filed by Respondent No.1 i.e. Revision Application No.MRT-P-I-3/99 (B-6/99) is partly allowed, thereby remanding the proceedings for fixing purchase price between the Petitioners and Respondents to Tahshildar / ALT, Khed, Pune.

ii) The case No.32G/6/87 is restored to file for consideration in accordance with law. Rival contentions of the parties in respect of the entitlement of the tenancy (including contention about ceiling limit) is kept open to be decided on its own merits in accordance with law. But, it is clarified that contention of legality of compromise can not be agitated.

iii) Considering that the proceedings are pending for a long time, the concerned Tahshildar / ALT, Khed, Pune is directed to hear and decide the case expeditiously and in any case, within a period of six months from today.

iv) Parties are directed to appear before the concerned Authority on 26.10.2026 at 11.00 am.

21. **Writ Petition is disposed of** and Rule is made partly absolute in above terms. No order as to costs.

22. All concerned to act on duly authenticated or digitally signed QR verifiable copy of this order.

(M.M. SATHAYE, J.)