IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 6194 OF 2026
IN
WRIT PETITION NO. 3001 OF 2016
WITH
WRIT PETITION NO. 3001 OF 2016

Konkan Krishi Vikas Pratishtan
A Public Charitable Organization Through Its Treasure Shekhar Savant Through its Treasurer Mr. Shekhar Savant Having their registered office at Flat no 1, Krishnakunj, Sahakar Marg, TPS Road No 5, Vileparle East, Mumbai-400 057 .. Applicant/Petitioner

Versus

1. City & Industrial Development Corp. CIDCO Bhavan, C.B.D Belapur, New Mumbai- 400 614

2. The Manager (Town Services-III) CIDCO Bhavan, C.B.D Belapur, New Mumbai- 400 614

3. Smt. Pradnya Saravade
Chief Vigilance Officer, CIDCO Bhavan, C.B.D Belapur, New Mumbai- 400 614 .. Respondents

...

Mr. Vinay Bhate, for the Applicant/Petitioner.

Mr. G. S. Hegde, Senior Advocate a/w Sadhan Dhamane, Ms P. M. Bhansali and Mr. Arafat Siddique, for the Respondent-CIDCO.

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CORAM: BHARATI DANGRE &
ASHISH S. CHAVAN, JJ.

DATED: 11th AUGUST, 2026

Rushikesh

Judgment [Per Bharati Dangre, J.]:-

1. The Application seek restoration of the Writ Petition, which came to be dismissed for want of prosecution by order dated 17.06.2026.

2. Heard the learned counsel for the Applicant and perused the Application, which has offered the justification as to why the proceedings could not be attended on the date on which the Writ Petition was listed before this Court.

Being satisfied with the *bona fides*, the Writ Petition is restored by setting aside the order of dismissal. The Application is made absolute.

3. The Writ Petition, on being restored, is taken up for hearing by consent of the respective counsel.

The Writ Petition is filed being aggrieved by the impugned termination notice dated 24.02.2016 issued by Respondent No. 2 in relation to the allotment of plot No.4-A at Kharghar, and the specific ground raised in the Writ Petition is non-adherence to the principles of natural justice before passing the impugned order.

The learned Senior Counsel, Mr. Hegde, representing the City and Industrial Development Corporation (CIDCO), would invite our attention to the allotment of land in favour of *M/s. Konkan Krishi Vikas Pratishtan*, the Petitioner, on 28.01.2008, and from its perusal, it is evident that an area admeasuring 16698.35 sq.mtr. in Sector-5, Kharghar, Navi Mumbai, was allotted for development of nursery, vegetable and flower farming, subject to the terms and conditions set out therein.

The grant of lease specifically provided that the land shall be used for the purpose for which it is granted, and it also contemplated that the internal development will have to be carried out by the lessee at its own cost.

This allotment was followed by a further agreement of Leave and License executed between the Petitioner and CIDCO, which clearly contemplated that the Leave and License Agreement shall be initially for a period of 33 months, i.e. from 26.03.2010 to 25.12.2012, with a clause that it shall be further extended for a period of 98 months if the performance during the initial period of 33 months was found to the satisfaction of the Corporation.

However, the said agreement also clearly permitted the termination of the Leave and License Agreement at the instance of Corporation and to revoke the license or permission on the happening of any of the contingencies, namely; i) if the Licensee commit a breach of the Agreement; (ii) if the land is required by the Corporation or any other authority for a public purpose. Needless to state that the agreement also contemplated that before revoking the license or permission in pursuance to the foregoing clause, the Corporation shall serve one month's notice in writing and, on the expiry of the said notice, the Leave and License Agreement shall stand revoked and the Licensee shall cease to enter upon or use the land or do anything permissible under the Agreement.

4. The Petitioner, being aggrieved by the notice of termination dated 24.02.2016, approached this Court by filing the present Writ Petition.

The termination notice dated 24.02.2016 has a reference to the Leave and License Agreement and it also contained an accusation that, upon receipt of the complaint regarding the irregularities in the plot allotted, an investigation was carried out, which revealed that a third-party interest was created in the plot leased to the Petitioner by subletting it to *M/s. Green World*, which was alleged to be operating through the said plot, and the plants were sold by *M/s. Green World*.

Reference is also made to a mandatory Clause No. 6 of the Leave and License Agreement dated 03.12.2010, which clearly prohibited any sub-letting, underletting, assignment or otherwise parting with the possession of any of the premises or any part thereof, and it was, therefore, indicated that the above action of the Petitioner was in clear violation of the terms and conditions of the Leave and License Agreement executed between the parties. Though a Show Cause Notice was issued, the termination order record that no submission was received, which prompted the Vice Chairman and Managing Director to terminate the Leave and License Agreement, and the Petitioner was directed to handover vacant and peaceful possession of the plot on 09.03.2016. In the event of failure to do so, it was indicated that the Corporation shall be constrained to take suitable legal recourse.

5. It is this order which was subjected to challenge in the Writ Petition, and an interim order came to be granted in favour of the Petitioner in terms of prayer clause (b) of the Writ Petition, which, in effect, resulted in the grant of stay to the operation, execution and implementation of the

termination order dated 24.02.2016, and the said order was extended from time to time.

6. Inviting our attention to the Leave and License Agreement, the learned Senior Counsel has pointed out that the said Agreement, as per clause No. 9 thereof, was to remain valid from 26.03.2010 to 25.12.2012, and it was also within the power of the lessor to extend it for a further period of 98 months, subject to a proviso that the performance of the lessee during the initial period of 33 months was to the satisfaction of the Corporation.

It is a different aspect that a Show Cause Notice was issued for breach of the condition, but we do not deem it necessary to get into the aspect, as, considering the maximum period for which the lease was granted, i.e. the extension for a period of 98 months to be followed from 25.12.2012, the period comes to an end in 2018, and beyond that, the lease cannot continue as there is no further extension.

Though the learned counsel for the Petitioner has vehemently urged before us that, before the termination notice was issued, the procedure that is prescribed was not adhered to and no opportunity was afforded to him to respond to the said Show Cause Notice, in the wake of the fact that the period of lease itself has come to an end in 2018, it is not necessary for us to get into the said aspect, and in any case, the Petitioner has enjoyed the fruits of the impugned order till the year 2018, but beyond that, he cannot. In such circumstances, since we are informed that CIDCO has already served a notice upon the Petitioner to handover the possession of the leased plot on 21.08.2026 in terms of the communication dated 29.07.2026,

we direct that the Petitioner shall abide by the directions.

We make it clear that, since it is already held that the Petitioner is not entitled to continue with the lease on expiry of the period of 98 months computed from the year 2012, which has come to an end in the year 2018, we direct that, if the Petitioner fail to handover the possession, CIDCO shall be entitled to take forcible possession of the same.

Needless to state that the Petitioner shall be entitled to make a fresh application to CIDCO for allotment of the said plot on a leave and license basis, and we expect CIDCO to consider it in terms of its policy.

With the aforesaid directions, the Writ Petition stand disposed of.

The letter tendered before us is handed over to Mr. Shekhar Savant, Treasurer of Konkan Krishi Vikas Pratishtan, who is present in Court.

(ASHISH S. CHAVAN, J.) **(BHARATI DANGRE, J.)**

RUSHIKESH VISHNU PATIL
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