

*IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION*

WRIT PETITION NO.3187 OF 2026

Dr. Bhaiyalal Ramraj Verma and Ors. ...Petitioners
Versus
The State of Maharashtra and Ors. ...Respondents

Mr. Gauraj Shah and Ms. Divya Bhatia for the Petitioners.

Mr. M. M. Pabale, A.G.P for the Respondents–State.

***CORAM: BHARATI DANGRE &
MANJUSHA DESHPANDE, JJ.***

DATE : 2nd APRIL 2026

P.C. :

1. On 2nd March 2021 a Notice is addressed by the Circle Officer, Bhiwandi to the Secretary/President of Agari Vidhyarthi Mandal, in relation to resuming possession of land in Survey No. 137, situated at Mouje Narpoli, Taluka Bhiwandi.

The said Notice being impugned in the petition, alleges that the grant was made in favour of the Agari Vidhyarthi Mandal for a period of 15 years with a nominal rent of Rs.1/-. However, since there was breach of the terms and conditions subject to which the grant was made, by order dated 29th March 2003, the land along with

the building standing thereon was resumed by the State Government. Further by order dated 25th November 2003, the name of the Society was removed from the Register of Record of Rights and the name of the State Government came to be recorded in the 7/12 extract.

The Notice however indicated that on examination of the record, it is revealed that the actual possession of the land and the building is not taken and when this was revealed, the Tahsildar Bhiwandi directed the Circle Officer to secure possession of the said land along with the building standing thereon. Therefore, the Notice is addressed to the lessee informing that he should render co-operation in taking possession of the said land by removing all their belongings so that the building can be sealed. It is also indicated that if any obstacle is created in taking over the possession of the land that should be sternly dealt with.

2. The challenge to the said order is raised by five petitioners who claim to have being in possession of the land as in pursuance to the Agreement for Rent executed with the Society i.e. Agari Vidhyarthi

Mandal and their claim is that with the valid Agreement being in subsistence, they cannot be evicted or asked to vacate the premises.

3. The learned A.G.P has raised a preliminary objection about the petition being entertained at the instance of the petitioners and though Mr. Shah has vehemently urged before us that since the landlord gave an impression that the lease is still subsistence and by placing on record the rental Agreement and the rental receipts, an attempt is made to establish that the petitioners are regularly paying the rent to the Society/Trust.

The said submission fail to impress us, as we find that the petitioners have no Privity of contract with the Government and rather we find that the subject land was granted by way of lease to the Agari Vidhyarthi Mandal which is a Trust, and obviously must be for the purpose or utilization which is specifically provided in the said Deed, but when the Government found it to be in breach of the stipulations contained in the Agreement, resumed the said land and even removed the name of Agari Vidhyarthi Mandal from its records

and mutated the name of the State Government.

It appears that inadvertently the possession of the land is not taken and therefore by the impugned Notice, the Agari Vidhyarthi Mandal has been directed by the Circle Officer to render co-operation to take over the possession of the land as the lease is already cancelled in the year 2003 and even the name of the lessee has been removed from the Government records and the land parcel bears the name of the Government.

4. In the wake of the aforesaid, since we do not find that the petitioners have any locus to raise a challenge to the said Notice, and though the petitioners may be justified in persuading or prosecuting any action against the landlord, we dismiss the writ petition.

Writ Petition is accordingly disposed of. The petitioners are at liberty to invoke such remedies which are available in law.

MANJUSHA DESHPANDE, J.

BHARATI DANGRE, J.