

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 12718 OF 2025

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1. Rohidas Vishnu Chavan
  2. Heera Rohidas Chavan
  3. Rupesh Rohidas Chavan
  4. Tajuna Rupesh Chavan
  5. Mrs. Shubhangi Balasaheb Deokar  
(maiden name Shubhangi Rohidas Chavan)
  6. Nameeta Rajendra Parawade  
(Maiden name Nameeta Rohidas Chavan)
  7. Rasika Rahul Gunjal
  8. Skyline Builders And Developers
  9. Manish Mohan Gohil
  10. Sandeep Gopalbhai Tank ...Petitioners
- Versus**
- Srichand Shamandas Aswani ...Respondent

**Mr. Pradumna D. Sharma** a/w. Adv. Randhirkumar N. Mandal  
and Gautam Khobragade, for Petitioners.

**Ms. Minal Chandnani**, for Respondent.

**CORAM : MADHAV J. JAMDAR, J.**

**Pronounced on : 2<sup>nd</sup> February, 2026**

**Uploaded on : 9<sup>th</sup> February, 2026**

**JUDGMENT :**

1. Heard Mr. Sharma, learned Counsel appearing for the  
Petitioners and Ms. Chandnani, learned Counsel appearing for the  
Respondent.

2. By the present Writ Petition filed under Article 227 of the Constitution of India, the challenge is to the legality and validity of the order dated 5<sup>th</sup> July 2025 passed by the Learned District Judge-16, Pune in Misc. Civil Appeal No. 248 of 2023 (“*Impugned Order*”). By the Impugned Order, Learned District Judge allowed said Misc. Civil Appeal and restrained, till the hearing and final disposal of the suit, defendants and other persons claiming through them, by order of temporary injunction from taking possession of the suit premises now shed from the plaintiff without following due process of law. Learned District Judge further directed that *status-quo* order dated 9<sup>th</sup> November, 2023 shall remain in operation till further orders.

3. The Learned Additional Judge, Small Causes Court, Pune and the Learned Civil Judge, S.D., Pune, by order dated 30<sup>th</sup> June, 2023 dismissed Exhibit 5 Application filed in Civil Suit No. 138 of 2023. The said order was challenged in said Misc. Civil Appeal No. 248 of 2023 and by the Impugned order dated 5<sup>th</sup> July, 2025 passed in said Misc. Civil Appeal, the said order dated 30<sup>th</sup> June, 2023 is set aside and the injunction has been granted.

4. It is the main submission of Mr. Sharma, appearing for the Petitioners that the suit premises are acquired for the purpose of road

widening by the Pimpri Chinchwad Municipal Corporation, Pune and the plaintiff, i.e., Respondent has handed over the possession and also accepted the shifting charges. He, therefore, submits that the Impugned Order is passed without taking these aspects into consideration. Learned Counsel submits that the Learned Trial Court by taking into consideration the aspect that the land is acquired and the Respondent/Defendant has handed over possession, rejected Exh. 5 application and the said well reasoned order has been set aside by the Learned Appellate Court. Learned Counsel, therefore, submits that the Impugned Order be quashed and set aside.

5. On the other hand, Ms. Chandnani, learned Counsel appearing for the Respondent submitted that the entire land is not acquired and only part of the land is acquired. Learned Counsel submits that and the Respondent is still in possession of the part of the land, and therefore, injunction is rightly granted.

6. Perusal of the record shows that the notice under Section 9 of the Land Acquisition Act, 1894, dated 7<sup>th</sup> May, 2004 (Page 374) was issued to “Gurudev Electricals – Anil Mulchandani”, i.e., to the Respondent-the original Plaintiff and the same specifically records that 27.90 sq. mtrs. land out of City Survey No. 2341/1 was found in

possession of the Plaintiff and the Respondent is asked to submit objection regarding measurement of the said land.

7. At this stage, it is required to note that said “Anil Mulchandani” and “Srichand Shamandas Aswani” were the partners and they were conducting the business from the Suit Premises in the name and style of “Gurudev Electricals”. The same is specifically stated in paragraph 4 of the letter dated 10<sup>th</sup> April, 2023 (Page Nos. 124 to 128) addressed by the Respondent/Plaintiff-Srichand Shamandas Aswani to the Commissioner of the Pimpri Chinchwad Municipal Corporation.

8. Perusal of the plaint shows that the suit premises is described as “Shop premises having area 15x21 sq. ft., i.e, 300 sq. ft. situated on the ground floor out of old structure standing on (Old S. No. 415)/New Survey No. 415/1A to 10 of village Kasarwadi, Pune now “shed” of 300 sq. ft shop. As already noted in the notice issued to the Respondent under Section 9 of the Land Acquisition Act, the same is mentioned as 27.90 sq. mtrs, i.e., 300 sq. ft.

9. In the award dated 15<sup>th</sup> April 2006 (pages 360 to 363), it is *inter alia* specifically mentioned that an area of 138. 29 sq. mtr out of CTS Nos. 2341, 2341/1, 2 and 3 is acquired and amount to be paid to

said Gurudev Electricals is Rs. 5,000/-. In fact, the receipt dated 27<sup>th</sup> July, 2007 was executed by Partner of the Respondent namely Anil Mulchandani ( page 364), for accepting Rs. 5,000/- towards shifting charges.

10. The document produced on page 365 is very relevant and a scanned copy of the same is reproduced hereinbelow :

365

निवाड्यामधील अटीनुसार अर्जदाराने अर्जासोबत त्यालीलपत्राणे कागदपत्रांची पूर्तता केलेली आहे.

अ) रा.प्र.क.४६ सोय मंग., सि. ५०  
 ब) को.०८५४ शिफारीस ता.के. ५०  
 क)

३) अर्जदाराचे नाव मूळ निवाड्यापत्राणे घटोबर आहे. किंवा दुहेल्ली आदेश क्र. एलएचव्ही/एसव्ही-२/-/-/-/-  
 --, दिनांक -----/-----/२००० चमाणे बरोबर आहे.

४) अर्जदार हे मूळ मिळकत धारक आहेत/ मिळकत धारक यांचे कुलमुद्यात्यार पत्र धारक असून त्यांनी नोंदणीकृत क्र. ----- दिनांक ----- कुलमुद्यात्यार पत्राची प्रत (ये मुळपत्र तपासणीसाठी) सादर केलेली आहे. अर्जदाराची विनंती त्यामुळे मान्य करण्याजोगी आहे.

५) सदरहू एकच चापूर्ती दिल्याचे आढळून येत नाही. त्यामुळे एकच देण्यास हरकत घातत नाही.

६) त्यालीलपत्राणे जुटी असल्यामुळे विनंती मान्य करता येत नाही.

अ)  
 ब)  
 क)

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वरी पुढील आदेशाची सादर

अर्जदार हे रत्नादेवीने बांधित शाळेला आज्ञा आदेशाने १ लाख  
 पावविण करणाऱ्याने करावाच्या कामधंद्यावरून दिकेत,  
 लागा लागली आहे. १०००० मात्र (कंपाऊंडिंग कर) वरमाग.  
 भरपार एकत्र भरणे आहे, फक्त एकत्र लागा देण्याकडे झुकून  
 कोठ्यासीही हरकत न आल्याने लागा राखत एकत्र देण्याक  
 हरकत दिकेत नाही. पुढील कोट्य व माहितीसाठी सादर

सहा. नगरस्थानकार/रचना सहाय्यक

फ.आ.

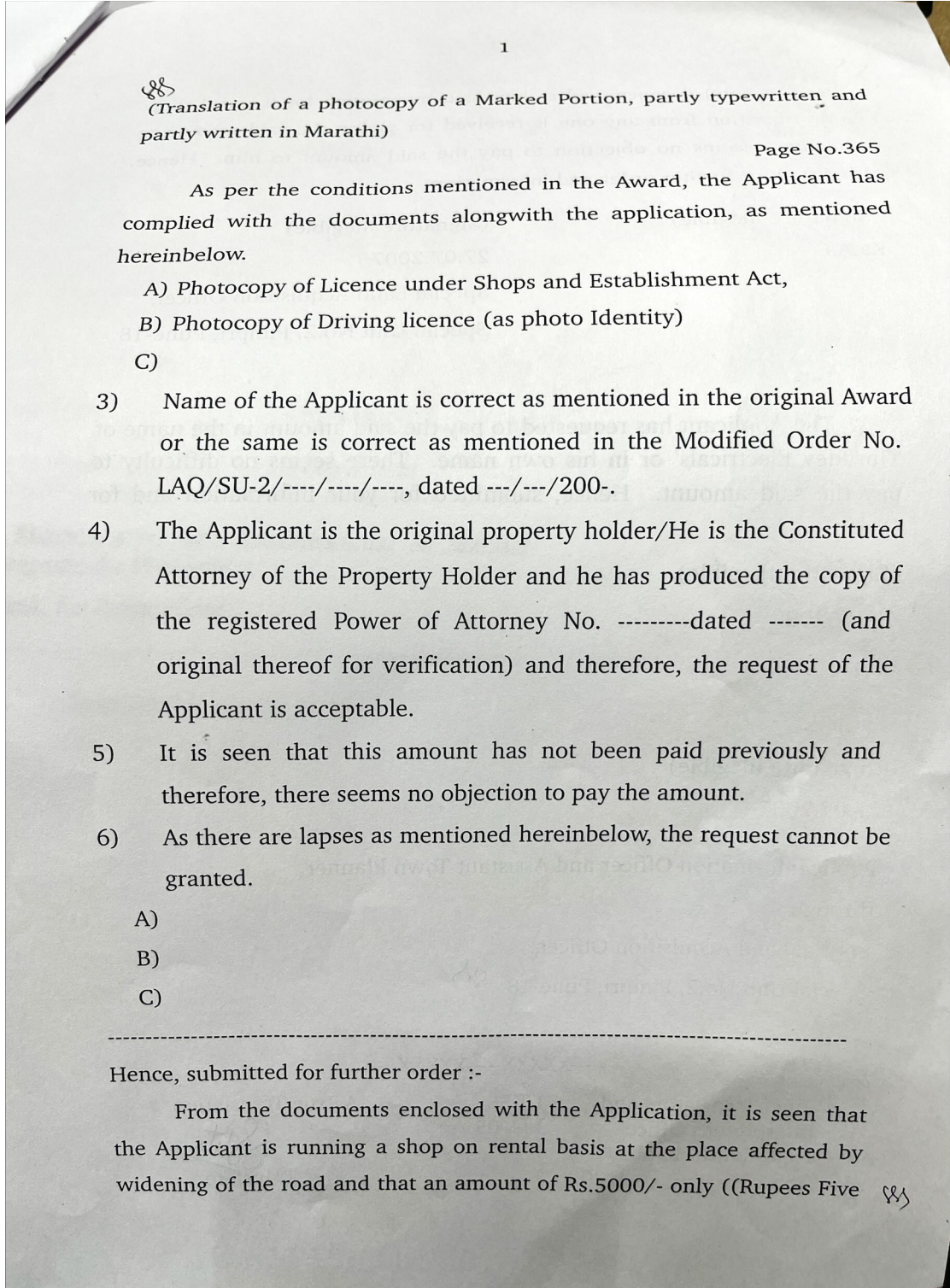
२०/१०/००

भूमि संपादन विशेष अधिकारी,  
 विशेष घटक क्र.२, पिंपरी, पुणे-९८.

७९/१०/००

माहिती अधिकारी तथा सहाय्यक नगर रचनाकार द्वारा  
 भूमि संपादन विशेष अधिकारी विशेष घटक क्र.२.  
 पिंपरी, पुणे - ९८.

English Translation of the same is as under :



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Thousand only) is sanctioned to him as compensation for the said shop. As no objection from any one is received for giving the said amount to him, there seems no objection to pay the said amount to him. Hence, submitted for further order and information.

(Signature Illegible)

Ka.Aa.

(Signature Illegible)

27.07.2007

Special Land Acquisition Officer,  
Special Unit No.2, Pimpri, Pune-18.

The Applicant has requested to pay the said amount in the name of 'Gurudev Electricals' or in his own name. There seems no difficulty to pay the said amount. Hence, submitted for your information and for Order.

(Signature Illegible)

27.07.2007

Sr.Clerk

(Signature Illegible)

27.07.2007

Public Information Officer and Assistant Town Planner

through

Special Land Acquisition Officer,

Special Unit No.2, Pimpri, Pune-18. ८५

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Chief Translators and

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High Court, Bombay

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A True Translation

*Sate*  
Translator.

11. Thus, it is very clear that Respondent, i.e., the original Plaintiff has requested to issue cheque in the name of “Gurudev Electricals” or in the name of said “Anil Mulchandani” towards the said shifting charges of Rs. 5,000/- and accordingly, on 27<sup>th</sup> July 2007, a voucher for said payment was issued.

12. A document, namely application dated 4<sup>th</sup> January, 2007 (Page 368) is very relevant. In the said application, it is specifically recorded that the possession of the land has been given on 25<sup>th</sup> May, 2006, and requested to make payment of Rs. 5,000/-. Accordingly, as noted hereinabove, payment of said Rs. 5,000/- was made on 27<sup>th</sup> July, 2007.

13. Thus, all these factual aspects clearly shows that the Respondent is not in possession of the suit premises.

14. Learned Appellate Court has relied on the rent receipt for recording finding that *prima facie* the Respondent was in the possession of the suit premises. The relevant paragraph is paragraph Nos 8, 10, and 12, read as under :

**“8. Rent receipt -**

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2<sup>nd</sup> February, 2026

The Existence of rent receipt is admitted in written statement. The rent agreement and rent receipt are prime evidence of legal possession of the plaintiff. Presumption in favour of legal aspect subordinate thing is Award. But the possession is palpable from photographs which are corroborated by rent receipt and rent agreement. It requires consideration. At this prima facie stage, these above documents outbalanced than the award.”

**(Emphasis added)**

“10. The plaintiff's assertion that before Sanctioning Authority i.e PCMC the defendant has shown suit premises as 'to be demolished and this fact is not disputed in the written statement and regarding notice dt. 09.05.2023 with the PCMC served upon defendant No. 8 after complaint application of plaintiff dt. 10.04.2023 and whispered about apology of Chavan family to defendant No. 8 and correction of sale deed and information about award.”

**(Emphasis added)**

“12. There is a office note dt. -- 012021 by Deputy Engineer. In it, it is mentioned that त्यानुसार जागेची पहाणी केली असता भूखंडावर जुने बांधकाम आहे त्यापैकी काही बांधकाम पाडले आहे व काही बांधकाम नवीन इमारतीचे बांधकाम करण्यापूर्वी पाडणार आहेत. This line prima facie demonstrates that the respondent had filed application for permission with PCMC and inspection was carried out and accordingly office note was kept.”

15. Learned Appellate Court has also recorded in paragraph 14 that during the pendency of the appeal on 6<sup>th</sup> November, 2023, the suit

premises and adjacent structure had been demolished. In spite of the same, the Learned Appellate Court has *inter alia* granted injunction.

16. However, various documents set out hereinabove clearly shows that the Pimpri Chinchwad Municipal Corporation has acquired the land admeasuring 139.20 sq. mtrs out of city survey no. 2341, 2341/1, 2, 3 for the purpose of road widening including the suit premises admeasuring 300 sq. ft. Admittedly, the notice issued to the Respondent, dated 7<sup>th</sup> May, 2004 under Section 9 of the Land Acquisition Act, 1894 is also concerning 27.90 sq. mtrs. i.e., 300 sq. ft. out city survey No. 2341/1, which is described as the suit premises. It is on record that the Respondent has already handed over the possession of the same on 25<sup>th</sup> May, 2006 and communicated about the same to the Special Land Acquisition Officer on 4<sup>th</sup> January, 2007 (Page 368), and requested for payment of shifting charges of Rs.5,000/-. Accordingly, the said compensation has been paid to Respondent No. 1 on 27<sup>th</sup> July, 2007 (Page 366). Thus, it is clear that the Learned Appellate Court has set aside the Order dated 30<sup>th</sup> June, 2024 rejecting application for temporary injunction bearing Exh. 5 in Civil Suit No. 30 of 2022 without taking into consideration the relevant documents.

17. Thus, in the facts and circumstances, the impugned order

dated 5<sup>th</sup> July 2025 passed by the Learned District Judge-16, Pune in Misc. Civil Appeal No. 248 of 2023 is quashed and set aside and consequently, the order dated 30<sup>th</sup> June, 2023 of the Learned Trial Court dismissing Exhibit 5 Application in Civil Suit No. 138 of 2023 stands restored. The Writ Petition is *disposed of* in the aforesaid terms, with no order as to costs.

18. At this stage, a request is made on behalf of the Respondent to continue the effect and operation of the Impugned Order 5<sup>th</sup> July 2025 passed by the Learned District Judge-16, Pune in Misc. Civil Appeal No. 248 of 2023 for a period of four weeks. However, in the facts and circumstances, and as it is specifically recorded that the Respondent has handed over the possession of the suit premises and as the Learned Appellate Court has also recorded that the suit premises is demolished, no case is made out for continuation of the said order. The prayer for continuation of stay is, therefore, rejected.

[ MADHAV J. JAMDAR, J.]