

Priya Soparkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 5582 OF 2026

Ganesh Benzoplast Limited and anr. ...Petitioners
Versus
Jawaharlal Nehru Port Authority ...Respondent

Mr. Shardul Singh with Ms. Hridyanshi Sharma i/by SHS Chambers, for the Petitioners.
Mr. Amit A. Patil with Mr. Aaditya Nikam i/by APLC, for the Respondent.

**CORAM: SUMAN SHYAM &
FIRDOSH P. POONIWALLA, JJ.**

DATED: 06th MAY, 2026.

PC:-

1. Heard Mr. Shardul Singh, learned counsel appearing for the Petitioners and Mr. Amit A. Patil, learned counsel appearing for the Respondent.

2. The First Petitioner herein is a company which is an independent liquid storage tank operator, specializing in the storage and handling of liquid chemicals and petroleum products. It operates storage terminals at multiple major ports across India. Second Petitioner is the Chairman and Shareholder of the Petitioner No.1-company. The Petitioner No.1-company had earlier entered into a Lease Deed dated 4th July, 2022, for the purpose of construction of liquid storage tanks over the plots of land. From

the facts projected in the Writ Petition, it appears that on account of some pending disputes by and between the parties, the Petitioner No.1 not only apprehends that the Lease Deed might be terminated by the Respondent without following the due process of law, but also apprehends that during the currency of the Lease Deed, coercive action, adverse to the interest of the Petitioners, may be taken by the Respondent, thus, visiting the Petitioners with serious adverse civil consequences. Under such circumstances, this Writ Petition has been filed seeking a protective order from this Court.

3. Mr. Amit A. Patil, learned counsel for the Respondent, on the other hand has questioned the maintainability of the Writ Petition by urging that this is a purely commercial dispute, for which, statutory remedies are available. Therefore, the Writ Petition is not maintainable in the eyes of law.

4. After hearing the preliminary arguments advanced by the learned counsel for both the sides, we find that there is in fact a lease agreement subsisting by and between parties and the rights and interest of the parties pertaining to the setting up of storage tanks over the two plots of the land, referred to in this Writ Petition, are substantially governed by the terms of the said Lease Deed. Therefore, even if the Respondent seeks to terminate the lease or take any action against the Petitioners which is contrary to the expressed terms and conditions of the Lease Agreement, which may include any coercive action, even then, the principles of natural justice would have to be followed and the Petitioner would have to be given reasonable notice of such action.

5. Since the Writ Petition has been filed on mere apprehension of adverse action, we are not inclined to go into the question of maintainability of this Writ Petition at this stage and leave the said issue open to be gone in an appropriate proceedings. Suffice it to mention that, if there is any action initiated against the Petitioner which is adverse to the interest of the Petitioner, then in that event, the Respondent, being an “other authority” within the meaning of Article 12 of the Constitution of India, will be under a legal obligation to put the Petitioners on reasonable prior notice in respect thereof.

6. Mr. Patil, learned counsel for the Respondent also submits, in his usual fairness, that atleast one month’s notice would be served upon the Petitioner No.1, in case any adverse action is sought to be taken against the Petitioners.

7. We, therefore, dispose of this Writ Petition, at the admission stage by providing that, save and except serving prior notice in writing, giving a reasonable opportunity to the Petitioner No.1 to show cause in the matter, no action, adverse to the interest of the Petitioners, including initiation of any coercive measure or any action for termination of the lease agreement dated 4th July, 2022, shall be initiated by the Respondent.

8. In view of the disposal of the Writ Petition, Interim Applications, if any, also stand disposed of.

(FIRDOSH P. POONIWALLA, J.)

(SUMAN SHYAM, J.)