



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR.

WRIT PETITION NO. 2071 OF 2024

1. Niraj Vasantao Lohakare,
Age : 37 yrs, Occ: Business,
R/o Gajanan Nagar, Wardha
2. Harish Nandlalji Taori,
Age: 65 yrs, Occ: Business,
R/o Dhantoli Chowk, Wardha
3. Sunil Vithalrao Langde,
Age: 52 years, Occ. Business,
R/o Dhayneshwar Nagar, Wardha
4. Sanjay Shyam Sharma,
Age: 54 years, Occ. Business,
R/o Mohini Nagar, Wardha

.... Petitioners.

vs.

1. The State of Maharashtra,
through The Director of Town Planning,
Central Building, Pune-1.
2. The Municipal Council (M.C.)/Nagar Parishad,
Hinganghat through its Chief Officer,
Tq. Hinganghat, Dist. Wardha.
3. Assistant Director of Town Planning,
Wardha, Town Planning & Valuation office,
Wardha, Off. Ambedkar Chowk,
Sawangi Road, Near Stadium, Wardha

... Respondents

Shri G. K. Mundhada, Advocate for petitioners.

Shri N. S. Rao, Assistant Government Pleader for respondent No.1/State.

Shri S. A. Sahu, Advocate h/f Shri M. I. Dhattrak, Advocate for respondent No.2.

CORAM : **ANIL S. KILOR AND RAJ D. WAKODE, JJ.**
DATE : 26th March, 2026.

JUDGMENT : (Per : Raj D. Wakode, J.)

Heard Shri G. K. Mundhada, learned counsel for the petitioners, Shri N. S. Rao, learned Assistant Government Pleader for respondent No.1 and Shri S. A. Sahu, learned counsel for respondent No.2.

2. **Rule.** Rule made returnable forthwith. Heard finally with the consent of the parties.

3. The petitioners are joints owners and person interested in development of land bearing Survey no. 72/1 area admeasuring 1.11HR and Survey no.72/2 area admeasuring 1.11HR total area admeasuring 2.22HR of Mouja Pimpalgaon (M), Tq. Hinganghat, Dist. Wardha (hereinafter "said land"). Petitioners had acquired ownership of said land by executing the Registered Sale Deed no. 6687 and Sale Deed No. 6688 dated 30/08/2022 before the Sub-Registrar Hinganghat.

4. Respondent No. 2 is Municipal Council for Hinganghat City acting through its Chief Officer and is local authority u/s 2(15) and appropriate authority responsible for acquisition of said land under Section 31(5) of the Maharashtra Regional and Town Planning Act, 1966 (for short, the MRTP Act). Respondent No. 3 is Assistant

Director of Town Planning appointed for assistance of Respondent Nos. 1 and 2 for implementation of Development Plan within Wardha District.

5. The Final Development Plan of Hinganghat City was published by the State Government, vide notification No. TPS -2905/3248/CR-121(A)/05/D-90 on 26/04/2006, which was sanctioned and came into force on 15/06/2006. In this Final Development plan, said land is affected by 24 mtr wide DP road and 12 mtr wide DP road. As the previous owners of the said land were interested in development of said land, on 04/07/2016 through their counsel they issued notice u/s 127 of the MRTP Act to the respondents. By the said notice, it was informed that said land is affected by above stated reservation and no steps were initiated by the respondents to acquire the said land within the ten years from the date on which development plan came into force. As per the provisions of Section 127 of the MRTP Act, reservation affecting the said land shall be deemed to have lapsed. Said notice was served along with 7/12 extracts which are the documents showing the ownership and interest of previous owners.

6. In response to notice issued by previous owners, respondent No. 2 on 10/08/2016 informed previous owners that notice u/s 127 of the MRTP Act has been received on 15/07/2016. Respondent No. 2

directed previous owners to submit documents showing ownership, measurement sheet and Part Plan of said land. As the previous owners were in need of money, they sold the said land to the petitioners by executing registered Sale Deed No. 6687 for Survey no. 72/1 and registered Sale Deed No. 6688 for Survey No. 72/2 on 30/08/2022 before the Sub-Registrar Hinganghat.

7. The statutory period of twenty four months of the notice u/s 127 of the MRTP Act issued by previous owners (Annexure-A, received on 15/07/2016) has been lapsed on 14/07/2018 and statutory rights have been crystalised. Valuable right of lapsing of reservation u/s 127 of the MRTP Act had been accrued by the previous owners on 14/07/2018 which was transferred along with the ownership of said land to the petitioners, hence petitioners stepped into the shoes of previous owners.

8. It is submitted that petitioners were interested in development of said land and hence, by way of abundant precaution, on 27/12/2022 they served the purchase notices u/s 127 of MRTP Act separately for Survey No. 72/1 and 72/2 to the respondents. By said notice petitioners called upon the respondents to acquire the affected portion of the said land by the above stated reservation as per the statutory provisions. Said notice was served along with the documents such as 7/12 extract, 8A extract and Talathi Map of said land showing

ownership of the petitioners and therefore the petitioners have approached this Court praying for declaration that reservation of 24 mts and 12 mts wide DP road affecting the aforesaid land of the petitioners has lapsed under Section 127 of the MRTP Act.

9. Shri S. A. Sahu, learned counsel for respondent No.2-Planning Authority has filed reply on 24/01/2025. The first ground on which respondent No.2 is opposing the writ petition is regarding validity of the purchase notice. In paragraph 3 of the reply it is contended that notice dated 04/07/2016 was issued by the counsel for the Khiyani family and not by erstwhile owner and hence it is not a valid notice.

The aforesaid ground as raised by respondent No.2 is already dealt with by this Court while deciding Writ Petition No.1226/2011 (*Vikramsingh Jaysingrao Ghatge Kagal vs. Municipal Council Kagar; State of Maharashtra*) wherein this Court in paragraph 13 of its judgment dated 06/10/2014 has held thus :

“ (13) Having considered the rival submissions, it appears that the respondent no.1 had duly received letters dated 7.5.2003, 12.7.2004 and 11.7.2009 addressed by the petitioner. By these letters petitioner had called upon the respondent no. 1 to undertake acquisition of the petitioner's land in question for the public purpose namely primary school and playground and extension for MSEB as set out in the development plan. By these letters, the petitioner had categorically requested the respondent no.1 to take possession of the land and to pay compensation to the petitioner in

that regard. A perusal of resolution no.47 dated 22.10.2003 passed by the respondent no.1 clearly shows that respondent no.1 treated these letters as an intimation under section 127 of the MRTP Act for acquisition of the land and payment of compensation. By this resolution, the respondent no.1 expressed its inability to acquire the land due to financial difficulties. Letters dated 7.5.2003, 12.7.2003 and 11.7.2009 issued by the petitioners were not rejected by the respondent no.1 or for that matter by respondent nos.3 and 4. In fact it appears that even respondent nos 3 and 4 insisted that further steps be taken to acquire the land which is clear from the affidavit filed on behalf of the respondent nos. 3 and 4. For the first time in the affidavit in reply filed on behalf of respondent nos.3 and 4 a plea has been taken that the letters dated 7.5.2003, 12.7.2004, 11.7.2009 of the petitioner cannot be treated as a notice under section 127 of the MRTP Act. We cannot accept this submission as made on behalf of respondent nos. 3 and 4 that these letters of the petitioner cannot be treated as a notice under section 127 of the MRTP Act, for two reasons, firstly, the letters clearly call upon the planning authority namely respondent nos.1 to acquire the land for public purpose under reservation and pay compensation in that regard to the petitioner and secondly the respondents at no point of time rejected these letters on this ground as averred in the reply affidavit. Moreover, for all purposes respondent no.1 treated these letters to be a notice under section 127 of the MRTP Act and understood the same as a purchase notice as is clear from various letters addressed between the parties. To appreciate this contention as raised by respondent nos. 3 and 4 it would be useful to refer to section 127 of the MRTP Act as it then stood. Section 127 reads thus:

Section 127: Lapsing of reservations:

" If any land reserved, allotted or designated for any purpose

specified in any plan under this Act is not acquired by agreement within ten years from the date on which a final Regional Plan, or Final Development Plan comes into force for if proceedings for the acquisition of such land under this Act or under the Land Acquisition Act 1894 are not commenced within such period, the owner or any person interested in the land may serve notice on the Planning Authority, Development Authority as the case may be, Appropriate Authority to that effect and if within six months from the date of the service of such notice, the land is not acquired or no steps as aforesaid are commenced for its acquisition, the reservation allotment or designation shall be deemed to have lapsed and thereupon the land shall be deemed to be released from such reservation, allotment or designation) and shall become available to the owner for the purpose of development as otherwise permissible in the case of adjacent land under the relevant plan."

A perusal of the aforesaid provision indicates that what is contemplated is intention on the part of the owner of the land or a person interested in the land to serve a notice to the planning authority or appropriate authority to acquire the land for public purpose for which it is reserved. The word 'notice' in this provision would contemplate an intimation that the land which is kept under reservation for ten years from the commencement of the development plan or approved plan has not been acquired by an agreement. This section does not contemplate any particular form in which a notice to that effect is required to be given by the owner of the land. To appreciate that as to what meaning can be attributed to the word 'notice' as used in section 127 it would be useful to examine the dictionary meaning of the word 'notice.'

The WEBSTER'S ENCYCLOPEDIA UNABRIDGED DICTIONARY of the English language, refers the word "notice" as:" information or intelligence to give notice of one's departure (2) and intimation; warning: to serve notice that smoking is not allowed; (3) a note placard, or the like conveying information or a warning: to post a notice about the fire laws (4) a notification of the termination, at a specified time, of an agreement, as for renting or employment, given by one of the parties to the agreement; (5) observation, perception, attention, or heed; a book worthy of notice (6) interested or favourable attention; to take notice of an unusual feature in the construction of a building."

In the light of the aforesaid meaning of the word 'notice' by applying the principles of literal interpretation to the word 'notice' as used in section 127 of the MRTP Act it would imply that what is contemplated is an intimation or attention of the authorities by the owner or the person interested in the land under reservation that the land has remained under reservation for a period of 10 years from the commencement of the development/regional plan and that the authority should acquire the reserved land after the receipt of such information/notice."

10. Thus, in view of the above, the ground which is raised by respondent No.2 regarding validity of the notice as being issued by the counsel of the owner loses its force.

11. Respondent No.2 in para 4 of its reply has also raised a ground that the petitioner had issued fresh notice on 27/12/2022 and in view of it, the claim raised by the petitioners relying on the notice

dated 04/07/2016 is misconceived. Notice dated 04/07/2016 since has been held valid by the Court, the claim raised by the petitioners regarding lapsing of reservation is completely justified. By way of abundant precaution the petitioners are claiming lapsing of reservation as they have issued another notice on 27/12/2022, receipt of which is not disputed by respondent No.2. It is worth to mention that the reply is filed by the respondent No.2 on 24/01/2025. Thus, by the time reply is filed, even the statutory period of 24 months has lapsed on 27/12/2024 and the notice dated 27/12/2022 issued by the petitioner under the provisions of the MRTP Act is valid in the eyes of law.

12. Respondent Nos.1 and 2 in their reply has accepted the receipt of notice as forwarded by respondent No.2. However, relying upon the communication dated 26/07/2016 issued by Town Planning office to respondent No.2 and letter dated 10/08/2016 issued by respondent No.2 to Shri Rajkumar Sevalal Kahiyani and three others (previous land owners) directing to submit documents pertaining to ownership, measurement sheet and the plan, contention is that the aforesaid documents were not submitted and as such, notice was not in accordance with the MRTP Act.

13. The petitioners, on oath have made a statement that notice dated 04/07/2016 was served along with 7/12 extracts which were the

documents showing the ownership and interest of previous owners.

14. Recently, the Principal Seat at Bombay while deciding the case of *Yakub Salebhai Contractor and ors. vs. State of Maharashtra and ors.* MANU/MH/1484/2026 has held in paragraphs 17 to 21 of its judgment dated 17/02/2026 thus :

“ 17. The planning authority, Respondent No. 3, has only raised the grievance that a purchase notice was defective in the absence of documents demonstrating title or interest in the land or the notice did not contain a detailed description of the property, nor did it produce the measurement sheet of the land in question to indicate the extent of the land affected by the DP reservation. According to us, the submission of documents showing title or interest in the land, along with the Purchase Notice to the concerned Authority as per section 127(1), is intended to facilitate clear transfer of title from the owner or the person interested in the land upon payment of the consideration to the claimant within the stipulated period of 24 months.

18. In our view, after the expiry of the stipulated period of twenty-four months under Section 127 (1) upon service of a purchase notice, if the land is not acquired, or no steps as contemplated under the said Section are commenced for its acquisition, thereupon, the land is deemed to be released from such reservation, allotment or designation; in such circumstances, the concerned Authority cannot raise a defence that the purchase notice was defective, as it was not accompanied by the documents showing title or interest in the said land.

19. In other words, the concerned Authority cannot raise a

defence of a defective purchase notice for want of a document showing title or interest in the said land, when it has failed to take steps to acquire the land within the stipulated period as contemplated by the provisions of the MRTP Act. Such documents are not required for the release of the property from reservation, allotment, or designation, when the land is not acquired, or no steps are commenced for its acquisition, reservation, or allotment, as provided in the MRTP Act, on account of the lapsing of the reservation.

20. *Besides, upon perusal of the purchase notice under Section 127 of the MRTP Act, it is evident from Paragraphs 2 and 5 of the notice that the Petitioners have categorically provided a detailed description of the land in question. Furthermore, the Petitioners have referred to the 1978 DP reservation plan. Apart from the above, it is to be noted that the Respondent No. 3 Council by communication dated 25.11.2021 (page 100) admitted the receipt of the Purchase Notice dated 02.08.2021 on the same date. By the said communication, the Respondent No. 3- Council informed the Petitioners regarding the implementation of the revised DP plan of 2005-2006 and asked them to produce the documents accordingly. The said facts themselves indicate that the Respondent No. 3 does not dispute the receipt of notice even after ten years of implementation of the revised DP plan of 2005-06. Consequently, we find no merit in the objection/grievance raised by the learned Advocate for Respondent No.3, who contended that the Petitioners failed to provide the details of the land, or that the Purchase Notice did not disclose for which reservation number the Petitioners had issued the Purchase Notice.*

21. *Thus, it emerges that Respondent No. 3. having failed to take any steps to acquire the property within the period prescribed*

under Section 127 of the MRTP Act, the documents as sought by it are not required for the release of the land from reservation, allotment, or designation.”

15. Thus, the ground raised by respondent Nos.1 and 2 that purchase notice was defective in absence of the documents as mentioned therein, loses its force. Section 127(1) of the MRTP Act even otherwise refers to issuance of notice along with documents showing title and interest in the said land which in the case at hand were duly supplied by the previous owner.

16. In our considered view, the respondents cannot raise a defence that the purchase notice was defective as it was not accompanied by documents showing title of the land after expiry of stipulated period of 24 months under Section 127 (1) upon service of purchase notice if the land is not acquired or no steps are commenced for its acquisition. In the present case, it is crystal clear that respondent No.2 has failed to make a declaration in the official gazette in a manner prescribed under Section 90 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 in respect of the aforesaid land. Admittedly, no such declaration have been made by the respondents within the statutory period of 24 months from the date of service of notice and thus the provisions of Section 127 of the MRTP Act would come into play and

the reservation of the aforesaid land should lapse. In the light of the principles underlining Section 127 of the MRTP Act, the reservation shall be deemed to have lapsed if no steps are taken for acquisition of such land within the prescribed period. Admittedly, in the present case the respondents have not taken any steps to issue notification after receipt of the purchase notice. Thus, the second objection raised by the present respondent No.2 is also unsustainable in the eyes of law and deserves to be rejected.

17. In the light of above discussion and well settled legal position, we find that the reservation for the aforesaid land has lapsed under Section 127 (2) of the MRTP Act on expiry of 24 months from 04/07/2016. Hence, the petitioners are entitled for the relief of direction to permit them to develop the land as prayed for by them which was subjected for reservation. In that view of the matter, we proceed to pass the following order :

- (i) The writ petition is allowed.
- (ii) It is declared that reservation of 24 meter wide DP road and 12 meter DP road affecting land out of land bearing Survey No.72/1 area admeasuring 1.11 HR and Survey No.72/2 area admeasuring 1.11 HR total area admeasuring 2.22 HR of Mouja Pimpalgaon (M), Tq. Hinganghat, Dist. Wardha owned by the petitioners has lapsed under Section 127 of the Maharashtra Regional and Town Planning Act, 1966 and the petitioners are

free to develop the aforesaid land in the manner permissible to the adjacent land as per Regional Development Plan of Hinganghat City/Wardha District.

- (iii) The respondents shall, within a period of eight weeks from the receipt of copy of this judgment, publish in the Official Gazette the notification of lapsing of reservation under Section 127 sub-Section (2) of the Maharashtra Regional and Town Planning Act, 1966 and declare that reservation of 24 mtr wide DP road and 12 mtr DP road affecting land out of land bearing Survey No.72/1 area admeasuring 1.11 HR and Survey No.72/2 area admeasuring 1.11 HR total area admeasuring 2.22 HR of Mouja Pimpalgaon (M), Tq. Hinganghat, Dist. Wardha has lapsed.
 - (iv) The petitioners are free to develop the aforesaid land owned by them in the manner permissible to adjacent land as per the development plan.
13. Rule is made absolute in the above terms. No order as to costs.

(Raj D. Wakode, J.)

(Anil S. Kilor, J.)