



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

WRIT PETITION NO.853 OF 2025

M/S. TRUST EDUVENTURES PVT. LTD., NAGPUR, THR. AUTH. SIGNATORY,
PRAMOD P. DHANKAR AND ANOTHER

VS

STATE OF MAHARASHTRA, THR. SECRETARY, URBAN DEVPT. DEPARTMENT,
MUMBAI AND ANOTHER

Office Notes, Office Memoranda of Coram,
appearances, Court's orders or directions
and Registrar's orders

Court's or Judge's orders

Mr. Sunil Manohar, Sr. Advocate a/b Mr. A.S. Manohar, Advocate for the
petitioner/s

Mr. S.M. Ukey, Addl.GP for the respondent No.1/State

Mr. K.P. Mahalle, Advocate for the respondent No.2

CORAM : **ANIL S. KILOR AND RAJ D. WAKODE, JJ.**

DATE : **12.06.2026**

1. Heard.

2. This Court, while issuing notice on 17.02.2025,
passed the following order:

1. Heard Mr. Manohar, learned Senior Counsel for the
petitioners.

2. The petition questions the communication dated
24.02.2023 (page 37) and the consequent order dated
24.02.2023 (page 38) by which the allotment of land
bearing Kh. Nos. 3, 5, 7/2 and 8/2 admeasuring 2221.11
Sq.Mt., which has been allotted by the Nagpur
Improvement Trust to the petitioners, in terms of the
resolution dated 06.05.2022 and the allotment letter dated
23.08.2022 (page 48) has been cancelled. It is contended,
that the petitioners, who were the highest bidder in the
auction held by the Nagpur Improvement Trust on
24.9.2018 were allotted the land of Kh. No.155/1 on
27.12.2018. However, since lateron it was found that in a
Regular Civil Suit No.1112/2018 in which the Nagpur
Improvement Trust was party, Civil Court by order dated
01.01.2020 had issued a direction not to transfer the
aforesaid land, the petitioners had approached the NIT for
cancellation of auction, consequent allotment and

damages, in pursuance of which in negotiations, alternative plot of land bearing Plot No. 41/1, Mouza Hajaripahad and Kh Nos.3, 5, 7/2 and 8/2 of Mouza Indora were allotted to the petitioners by order dated 06.5.2022 passed by the respondent No. 1 in which a first right of refusal in respect of Kh. no. 155/1, Mouza Nari, was also granted to the petitioners. Regular Civil Suit No. 1112/2018 came to be dismissed on 25.8.2022 against which appeal came to be filed, which also came to be dismissed on 14.02.2023. Since there was no stay in the first appeal, on the petitioners exercising the option of first right to refusal, by expressing its intention to purchase the said land, it was allotted to the petitioners on 28.9.2022 in respect of which lease was executed in favour of the petitioners on 20.10.2022 (page 61). The impugned communication dated 24.2.2023 (page 37) and consequent order dated 24.2.2023 (page 38) by the NIT cancels the allotment and lease in respect of Kh. Nos. 3, 5, 7/2, 8/2 admeasuring 2221.11 Sq.Mtr. and also in respect of Kh. 155/1 Mouza Nari. It is contended, that the impugned order dated 24.2.2023 is without hearing the petitioners. It is also necessary to note, that in Second Appeal No. 159/2023, filed by the original plaintiff in R.C.S. No. 1112/2018 a notice has been issued and status quo has been directed to be maintained in respect of land Kh. No. 155/1, Mouza Nari by the order dated 03.05.2023. This would indicate that insofar as right to first refusal, the same would be subject to final result of Second Appeal No. 159/2023.

2. In view of the above position, issue notice for final disposal, returnable on 28.02.2025.

3. Mr. S.M. Uike, learned Additional Government Pleader waives service of notice for respondent No.1.

4. Since a statement is made that the petitioners in pursuance to the lease dated 20.10.2022, claims to have been in possession, there shall be ad-interim stay in terms of prayer clause (v), till the returnable date.

5. The petitioners to serve the respondents by all modes permissible in law, including hamdast."

3. This Court has categorically observed in the above referred order that the challenge to the cancellation of the allotment of the plots in question, is on the ground that the

impugned communication dated 24.02.2023 (page 37) was issued without granting an opportunity of hearing to the petitioners. Therefore, the communication dated 24.02.2023 (page 37) and a consequential communication issued by the Nagpur Improvement Trust (NIT) on the same date i.e. on 24.02.2023 (page 38), suffer from in violation of the principles of natural justice.

4. The learned Addl.G.P. is not disputing the fact that while issuing the communication by the Deputy Secretary, State of Maharashtra dated 24.02.2023, the hearing was not granted.

5. Similarly, at the same time, Mr. Mahalle, learned counsel appearing for the NIT fairly states that the NIT has just implemented the order of the State Government.

6. In light of an undisputed position of fact that the communication, dated 24.02.2023, issued by the Deputy Secretary, State of Maharashtra Urban Development Department, was without hearing the petitioners, we find substance in the submission of Mr. Manohar, learned Sr. Advocate appearing for the petitioners that it needs to be quashed and set aside, as the same is in violation of the principles of natural justice.

7. We are further of the opinion that since the communication issued by the NIT dated 24.02.2023 (page

38) is the consequential action, the same will also go on quashing and setting aside of the communication dated 24.02.2023, issued by Deputy Secretary, State of Maharashtra. Accordingly, we pass the following order:

- i) The writ petition is **allowed**.
- ii) The communication dated 24.02.2023 issued by the Deputy Secretary, State of Maharashtra, Urban Development Department and the consequential communication dated 24.02.2023 issued by the Nagpur Improvement Trust, are quashed and set aside.

No order as to costs.

(RAJ D. WAKODE, J.)

(ANIL S. KILOR, J.)