



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

WRIT PETITION NO. 4704 OF 2025

PETITIONER : Shyam Ganga Infra LLP through its
partner Pravin Shyamdeoraoji Raut,
Aged : 42 Years, Occ. : Business,
R/o. Plot No.8, Bandhu Nagar,
Zingabai Takli, Nagpur – 30.

//VERSUS//

RESPONDENTS : 1. The State of Maharashtra through the
Secretary of Urban Development
Department, Mantralaya Mumbai – 32.
2. Nagpur Municipal Corporation through
its Commissioner having office at : Civil
Lines, Nagpur – 01.
3. Nagpur Improvement Trust through its
Chairman having office at : Sadar
Nagpur – 01.

Mr. A.A. Mardikar, Advocate for the Petitioner.
Mr. D.P. Thakare, Addl. G.P. for Respondent No.1/State.
Ms. S.S. Jachak, Advocate for Respondent No.2.
Mr. G.A. Kunte, Advocate for Respondent No.3.

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

DATE : 30th MARCH, 2026.

ORAL JUDGMENT (PER : RAJ D. WAKODE, J.)

Heard Mr. A.A. Mardikar, learned counsel for the petitioner,
Mr. D.P. Thakare, learned Additional Government Pleader for

respondent No.1/State, Ms. S.S. Jachak, learned counsel for respondent No.2, and Mr. G.A. Kunte, learned counsel for respondent No.3.

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

3. The petitioner has approached this Court seeking declaration that the reservation of the land owned by it stands lapsed under Section 127 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as “the aforesaid Act” for the sake of brevity).

4. The brief facts leading to the filing of the present writ petition are as follows:

The petitioner is the owner and person interested in land bearing Kh. No. 198/1, situated at Mouza Zingabai Takli, Tahsil and District Nagpur, admeasuring 8.81.65 H.R (hereinafter referred to as “the aforesaid land”).

5. A Revised Final Development Plan of Nagpur City under Section 31(6) of the aforesaid Act was sanctioned by the Government of Maharashtra and came into force vide Notification No. TPS/2696/2643 CR-300(a)/97/UD-9 dated 07.01.2000. In the said Revised Final Development Plan, the above-mentioned land has been reserved for the purpose of “NIT Office” vide Reservation No. MNS-96, admeasuring 4550 sq. meters. As per the Table of Reservation

Details of the Revised Final Development Plan, respondent No. 3 is the Appropriate Authority for whose benefit the said reservation has been designated on the aforesaid land.

6. Since the aforesaid reserved land was not acquired within a reasonable period, the learned counsel for the predecessor-in-title, Advocate Sachin Agrawal, issued a notice dated 01.05.2014 under Section 127 of the aforesaid Act on behalf of Smt. Kantabai Vimal Sodhani and others.

7. In response thereto, respondent No. 3, vide communication dated 17.06.2014, called upon the landowners to submit the measurement sheet, map, sale deed, 7/12 extract, and other relevant documents evidencing ownership.

8. Subsequently, a notice dated 25.09.2017 was issued by one of the co-owners and predecessor-in-title of the petitioner, Mr. Rajesh S/o Vimalchand Sodhani, to the respondents, with reference to the earlier notice dated 01.05.2014.

9. The aforesaid notice dated 25.09.2017 was duly served upon the respondents. However, even after the lapse of more than 24 months from the date of service of the said notice, neither the land was acquired nor any declaration to that effect was published in the Official Gazette. In these circumstances, the petitioner has approached this Court seeking

a declaration that the reservation in respect of the aforesaid land has lapsed.

10. Upon notice issued by this Court, respondent No. 3 – NIT has filed its reply on 09.10.2025. A perusal of the said reply reveals that respondent No. 3, being the Appropriate Authority, has not disputed the title of the petitioner over the aforesaid land. It has also not disputed that the aforesaid land is under reservation as per the Revised Development Plan for Nagpur City approved on 10.09.2001. Further, respondent No. 3 has admitted the service of notice under Section 127 of the aforesaid Act dated 25.09.2017.

11. However, respondent No. 3 has opposed the present petition on the ground that, after receipt of the notice dated 25.09.2017, it issued a communication dated 12.12.2017, which is at record page No.43 (Annexure-J). A perusal of the said communication indicates that respondent No. 3 had called upon the petitioner to submit the documents like 'K' Prat and Akhiv Patrika. The said communication further states that in the event of failure to submit such documents, the notice issued under Section 127 of the aforesaid Act would not be considered.

12. Mr. Kunte, learned counsel for respondent No. 3, submits that although such communication was issued to the petitioner on 12.12.2017, the petitioner failed to furnish the requisite documents. It is

therefore contended that the notice issued under Section 127 of the aforesaid Act is defective, and consequently, the petition seeking a declaration of lapsing of reservation on the basis of such defective notice is liable to be dismissed.

13. In our considered opinion, such a defence raised by respondent No.3 is unsustainable in the eyes of law. The aforesaid issue is no more res integra and has been dealt with in a catena of judgments by this Court against the appropriate authority.

14. At the outset, a perusal of Section 127(1) of the aforesaid Act shows that the only document that needs to be accompanied by the landowner alongwith purchase notice is the document showing his title or interest in the said land. Apart from, the above document showing title or interest in the said land, no other document is included under Section 127(1) of the aforesaid Act, and thus, the insistence of respondent No.3 on documents like 'K' Prat and Akhiv Patrika for initiating acquisition proceedings in respect of the aforesaid land owned by the petitioners is unsustainable in the eyes of law and deserves to be rejected.

15. The Division Bench of this Court at the Principal Seat, in the latest judgment dated 17.02.2026, passed in the case of ***Yakub Salebhai Contractor (Deceased) and Others Vs. State of Maharashtra and Others***, in ***Writ Petition No.13965 of 2024***, has held thus :

“16. In the present case, Respondent No. 3 does not dispute the receipt of the purchase notice dated 2nd August 2021, and two years have elapsed on 1st August 2023. Respondent No.3 has failed to take any steps to acquire or develop the land within the prescribed period; as such, the observations made in the aforesaid decision are squarely applicable to the case at hand.

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.”

16. In view of the aforesaid judgment of this Court, which reaffirms the long-standing view regarding the documents to be included alongwith a purchase notice, the ground raised by respondent

No.3 for opposing the present writ petition is unsustainable in the eyes of law and is accordingly rejected.

17. So far as the second defence raised by respondent No. 3 is concerned, the same is set out in paragraph 10 of its reply. It is contended that respondent No. 3, vide communication dated 07.06.2022, called upon the petitioner to submit an application in the prescribed format for grant of TDR. However, the petitioner, by application dated 13.06.2022, declined to accept TDR in lieu of acquisition of the aforesaid land under the said reservation.

18. Mr. Kunte, learned counsel for respondent No. 3, submits that TDR was offered to the petitioner in lieu of monetary compensation for acquisition of the said land; however, the petitioner refused the same. It is, therefore, contended that respondent No. 3 had taken sufficient steps in compliance with the purchase notice dated 25.09.2017, and hence, the present petition deserves to be dismissed.

19. Before dealing with the aforesaid contention on merits, it is worth to mention here that respondent No. 3 has admitted that it had received the purchase notice under Section 127 of the aforesaid Act on 25.09.2017. Hence, the statutory period of 24 months for acquisition of the aforesaid land or for taking steps as contemplated under Section 127(1) of the aforesaid Act expired on 25.09.2019. Upon such expiry,

the reservation in respect of the aforesaid land stood lapsed by operation of law, as Section 127(1) of the aforesaid Act came into effect.

20. Respondent No. 3 offered TDR on 07.06.2022, i.e., much after the lapse of the reservation. Hence, the contention based on the offer of TDR deserves to be rejected on this ground alone.

21. The Full Bench of this Court has dealt with this issue in the case of *Shri Vinayak Builders and Developers Vs. State of Maharashtra and Others [2022 (4) Mh.L.J. 3739]*. In the aforesaid judgment, the Full Bench of this Court has held that only when an agreement is entered into between the parties with regard to acquisition of land, by granting of TDR/FSI Rights to the landowner, the same would constitute 'steps' towards acquisition. In the absence of such an agreement/concluded contract between the parties, as in the given case, such an offer only at the behest of the Appropriate Authority will not constitute a step towards acquisition of the land.

22. We are in complete agreement with the view of the Full Bench of this Court. In our considered opinion, insistence by the authorities to accept TDR/FSI in lieu of monetary compensation cannot be construed as 'steps' towards acquisition of land. The determinative factor in such a situation would be the existence of an express agreement between the parties providing for acquisition of land

by grant of TDR/FSI, which would constitute the yardstick for acquisition of such land.

23. In the present case, admittedly, there is no agreement between the parties and thus, the absence of such an agreement, as warranted by law, would as a sequel result in the lapsing of reservation of the aforesaid land. Accordingly, the second defence raised by respondent No.3 - the Appropriate Authority stands rejected.

24. In light of the above discussion and the well-settled legal position, we find that the reservation in respect of the aforesaid land has lapsed under Section 127(2) of the aforesaid Act upon expiry of 24 months from 25.09.2017. Hence, the petitioner is entitled to the relief of a direction permitting it to develop the land, as prayed for, which was subject to reservation. In that view of the matter, we proceed to pass the following order:

ORDER

- (i) The writ petition is **allowed**.
- (ii) It is hereby declared that the reservation for the NIT Office vide Reservation No.MNS-96, area admeasuring 4550 sq. mtr., in Revised Final Development Plan, affecting land bearing Kh. No.198/1 of Mouza : Zingabai Takli, Tq. & Dist. Nagpur, has lapsed under Section 127 of the aforesaid Act and the petitioner is free to develop the

land owned by it in the manner permissible to adjacent land as per the Development Plan.

(iii) The concerned respondent shall, within a period of eight weeks from the date of receipt of the copy of this judgment, publish in the Official Gazette the notification of lapsing of reservation under Section 127(2) of the aforesaid Act and declare that the reservation of NIT Office vide Reservation No.MNS-96, area admeasuring 4550 sq. mtr., in Revised Final Development Plant, affecting land bearing Kh. No.198/1 of Mouza : Zingabai Takli, Tq. & Dist. Nagpur, has lapsed.

25. Rule is made absolute in the above terms. No order as to costs.

(RAJ D. WAKODE, J.)

(ANIL S. KILOR, J.)

Vijaykumar