



903_WP_1614_26 & ors.doc

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 1614 OF 2026**

Ravindra Shankar Sawant	...	Petitioner
vs.		
Deputy Collector (General Administration), Thane and Land Acquisition Officer, Thane & others	...	Respondents

**WITH
WRIT PETITION NO. 11696 OF 2023**

Anil Govindprasad Jain and another	...	Petitioners
vs.		
Deputy Collector (General Administration), Thane and Land Acquisition Officer, Thane & others	...	Respondents

**WITH
WRIT PETITION NO. 16450 OF 2024**

Prashant Nivrutti Khedkar, Through Power of Attorney holder Nikhil Radheshyam Agrawal	...	Petitioner
vs.		
Deputy Collector (General Administration), Thane and Land Acquisition Officer, Thane & others	...	Respondents

**WITH
WRIT PETITION NO. 15265 OF 2025
WITH
INTERIM APPLICATION (STAMP) NO. 11950 OF 2026
IN
WRIT PETITION NO. 15265 OF 2025
WITH
WRIT PETITION NO. 15256 OF 2025
WITH
INTERIM APPLICATION (STAMP) NO. 11946 OF 2026
IN
WRIT PETITION NO. 15256 OF 2025**

Shubharambh Properties LLP
 Through partner Reena Jain ... Petitioner
 vs. /Applicant
 Deputy Collector (General Administration), Thane
 and Land Acquisition Officer, Thane & others ... Respondents

Mr. Nikhil Sakhardande, Senior Advocate, a/w. Mr. Vivek Punjabi, Mr. Ashish Venugopal, Ms. Shubhra Swamy, Mr. Sahil Panjwani and Mr. Ritik Gupta, i/b. Mr. Onam Hingorani for petitioner in WP/16450/2024.

Mr. Vivek Punjabi, Mr. Sahil Panjwani and Mr. Ritik Gupta, i/b. Mr. Onam Hingorani for petitioner in WP/15256/2025.

Mr. Vivek Salunkhe a/w. Mr. Vivek Punjabi, Mr. Priyansh Jain, Mr. Sahil Panjwani, Mr. Ritik Gupta and Mr. Onam Hingorani for petitioner in WP/15265/2025.

Mr. Onam Hingorani a/w. Ms. Pragati Patil and Mr. Ashutosh Shukla for petitioners in WP/1614/2026 and WP/11696/2023.

Ms. Pooja Patil, AGP for respondent Nos.1 to 3 – State in WP/1614/2026.

Ms. P. M. J. Deshpande, AGP for respondent Nos.1 to 3 – State in WP/11696/2023.

Ms. Tanu N. Bhatia, AGP for respondent Nos.1 to 3 – State in WP/16450/2024.

Ms. M. S. Bane, AGP for respondent Nos.1 to 3 – State in WP/15265/2025 & applicant in IA(St)/11950/2026.

Mr. R. S. Pawar, AGP for respondent Nos.1 to 3 – State in WP/15256/2025 & applicant in IA(St)/11946/2026.

Dr. Milind Sathe, Senior Advocate, a/w. Mr. Bhushan Deshmukh a/w. Mr. Arun Siwach, Ms. Priyanka Mitra, Ms. Nupur Shah and Ms. Vidhi Saxena, i/b. Cyril Amarchand Mangaldas for respondent No.4 – MSRDC in WP/1614/2026 and WP/11696/2023.

Mr. Fredun DeVitre, Senior Advocate, a/w. Mr. Bhushan Deshmukh a/w. Mr. Arun Siwach, Ms. Nupur Shah, Ms. Vidhi Saxena, Ms. Priyanka Mitra and Mr. Shubh Sahai, i/b. Cyril Amarchand Mangaldas for respondent No.4 – MSRDC in WP/16450/2024.

Mr. Bhushan Deshmukh a/w. Mr. Arun Siwach, Ms. Nupur Shah, Ms. Vidhi Saxena, Ms. Priyanka Mitra and Mr. Shubh Sahai, i/b. Cyril Amarchand Mangaldas for respondent No.4 – MSRDC in WP/15256/2025 and WP/15265/2025.

**CORAM : MANISH PITALE &
SHREERAM V. SHIRSAT, JJ**

**Reserved on : 10th JULY, 2026
Pronounced on : 02nd SEPTEMBER, 2026**

JUDGEMENT: (Per Manish Pitale, J):

. The petitioners in these five writ petitions have raised identical grounds for seeking relief of a direction to the respondents to compute and pay compensation to the petitioners for acquisition of portions reserved in the subject lands for roads and open spaces, under the provisions of the Maharashtra Highways Act, 1955 (hereinafter referred to as the Highways Act) and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as the Act of 2013).

2. These petitions pertain to various pieces of lands located in survey numbers in Villages Lahe and Birwadi, Taluka Shahpur, District Thane. All these lands had been converted from agricultural to non-agricultural use and they were all acquired for the purposes of Nagpur-Mumbai Samriddhi Mahamarg (hereinafter referred to as the Nagpur-Mumbai Highway).

3. The respondent – State issued notification dated 26.07.2018, under Section 15(2)(iii) read with Section 17 of the Highways Act, notifying the subject lands for acquisition for Nagpur-Mumbai Highway. Thereafter, the respondent – State issued notification dated

05.11.2018, under Section 18(1) of the Highways Act and by virtue of Section 18(2) thereof, the subject lands vested in the State Government.

4. The State Government constituted a District Level Committee for ascertaining the criteria for payment of compensation, in respect of acquisition of lands for Nagpur-Mumbai Highway. As per Section 19-B of the Highways Act, there are two modes of determining compensation viz. (i) as per Section 19-B(2), by agreement between the State Government and the land owner/claimant; and (ii) as per Section 19-B(3), where there is no agreement, by the Land Acquisition Officer and the quantum is determined as per the provisions of the Act of 2013.

5. In the present case, it is undisputed that compensation was determined and paid by agreement, under Section 19-B(2) of the Highways Act. Accordingly, agreements were executed between the petitioners and the State Government in August 2019 and August 2020, under which the amounts of compensation were determined. As per the policy of the State Government, since the acquisition was by way of agreement, additional compensation of 25% was added. Thereupon, the petitioners handed over possession of the subject lands to the respondents and the amounts agreed between the parties along with additional component of 25% compensation, were paid to the petitioners.

6. The controversy in the present case concerns the grievance of the petitioners that the portions of lands reserved for internal roads and open spaces, etc., were not considered at the time of payment of compensation and that such portions of land were taken over by the

respondent authorities virtually free of cost, thereby violating the right to property of the petitioners, under Article 300A of the Constitution of India.

7. On the other hand, the respondents contend that all the agreements executed with the petitioners referred to deliberations and decisions of the District Level Committee, wherein the amounts of compensation for the portions of lands reserved for the aforesaid purposes, were recorded as nil. The petitioners were all aware about the said aspect of the matter and still, they voluntarily agreed to enter into the said agreements. In such a situation, they cannot be permitted to turn around and claim relief in the present petitions.

8. It was highlighted that the original land owners/farmers were not pursuing the present petitions, but these petitions were filed belatedly by assignees and/or power of attorney holders. These persons had made it a business to get such documents executed from the original land owners and to agitate such issues belatedly, thereby wrongly seeking to invoke Article 300A of the Constitution of India.

9. Before referring to the submissions made in these petitions on behalf of the petitioners and respondents, it would be appropriate to briefly refer to the facts pertaining to each of these writ petitions. Since Writ Petition No.16450 of 2024 was argued as the lead matter, the facts pertaining thereto are being referred to first, during narration hereinbelow.

10. In Writ Petition No.16450 of 2024, the petitioner – Prashant Nivrutti Khedkar is represented by power of attorney holder Nikhil Radheshyam Agrawal. The subject land in the present case, is located

in Survey No.172B at Village Lahe, Taluka Shahpur, District Thane, admeasuring 1877 sq.mtrs. Pursuant to the notifications issued for acquisition of land for Nagpur-Mumbai Highway, the petitioner i.e. the original land owner Prashant Nivrutti Khedkar executed agreement with the respondent – State through the Land Acquisition Officer. The said agreement was executed on 20.08.2020, whereby the said petitioner accepted compensation to the tune of ₹ 87,91,118 for acquisition of the said land.

11. It is an admitted position that upon execution of the said agreement dated 20.08.2020 and payment of compensation as per the said agreement, simultaneously the said petitioner handed over possession of the said entire land admeasuring 1877 sq.mtrs. to the respondent authorities. This included the portions of land reserved for internal roads and open spaces. It is the case of the said petitioner that compensation was paid only for 410 sq.mtrs. and that no compensation was made for the balance 1467 sq. mtrs., for which the said petition was filed.

12. Along with the petition, at Exhibit J, a document is annexed, showing that the said petitioner – Prashant Nivrutti Khedkar, for the first time, approached the respondents on 09.09.2024, claiming compensation for the said balance area of land of 1467 sq.mtrs. This was after four years from the date of execution of agreement and handing over possession to the respondents. Thereafter, this petition was filed on 30.09.2024.

13. It is also an admitted position that the petition was filed by the said Prashant Nivrutti Khedkar through power of attorney holder Nikhil Radheshyam Agrawal. The power of attorney was obviously

executed much after the land had already vested in the respondent – State, as per notification dated 05.11.2018, issued under Section 18(2) of the Highways Act.

14. It is also to be noted that in the last paragraph of the said agreement, a hand-written portion appears to have been added, recording that the petitioner Prashant Nivrutti Khedkar was executing the agreement, reserving his right to claim compensation for the open spaces and internal roads. The respondents contend that this hand-written portion was surreptitiously and subsequently added.

15. In the reply affidavit filed on behalf of the respondent – (MSRDC), it was brought to the notice of this Court that subsequently, on 20.07.2022, the petitioner Prashant Nivrutti Khedkar himself addressed a letter to the Deputy Collector (General Administration) and Land Acquisition Officer, stating that the said hand-written portion towards the end of the agreement, was wrongly added by him and that he was taking back the said hand-written portion, further stating that the agreement may be construed without the said portion. The respondents have placed much reliance on the fact that this document was deliberately suppressed in the writ petition and that on this ground itself, the writ petition ought to be dismissed.

16. Apart from this, in the reply affidavit, the respondent – MSRDC relied upon the contents of the agreement, read with the contents of the deliberations and decisions of the District Level Committee and contended that since the petitioner had voluntarily executed the agreement, accepted the compensation and handed over possession

of the entire land, there was no question of entertaining the writ petition filed more than four years after the acquisition and that too, at the behest of a power of attorney holder, who is in the business of getting documents executed from such land owners, only to pursue such baseless litigation.

17. The respondent – Assistant Director, Town Planning, Thane also filed reply affidavit, opposing the writ petition. In the said reply affidavit, reference was made to the Unified Development Control and Promotion Regulations (hereinafter referred to as the DC Regulations), to contend that when the order was passed, converting the land for non-agricultural use, in terms of the relevant Regulation of the DC Regulations, the portions of lands reserved for internal layout roads, was to be handed over to the Planning authority without any compensation. Relevant documents in that context were annexed to the affidavit. The petitioner filed rejoinder affidavit and the pleadings were completed.

18. In Writ Petition No.1641 of 2026, the petitioner is concerned with the land located in Survey No.567 of Village Lahe, Taluka Shahpur, District Thane, also acquired for the aforesaid Nagpur-Mumbai Highway. The very same notifications dated 26.07.2018 and 05.11.2018 under the Highways Act, are relevant for this writ petition also.

19. In the said case, the petitioner contends that as per agreement dated 23.08.2019, the acquisition was limited to 14906 sq.mtrs, for which payment was made. It was contended that out of the larger plot area, an area of 9345 sq.mtrs. was reserved for open spaces and area of 7096 sq.mtrs. was reserved for internal roads and therefore,

the petitioner was deprived of compensation for a total area of 16531 sq.mtrs. On this basis, the petitioner prayed for computation and payment of compensation, as per the provisions of Highways Act read with the Act of 2013, for area of land to the extent of 16531 sq.mtrs.

20. In the said agreement dated 23.08.2019 also, a hand-written endorsement, similar to the one noted hereinabove, was included. But, respondent – MSRDC, in its reply affidavit, annexed a copy of letter dated 13.07.2022, addressed by the said petitioner to the Land Acquisition Officer, withdrawing the said hand-written portion and submitted that the agreement shall be construed without the said portion. Here again, the respondents emphasized on suppression of the said document, while seeking disposal of the writ petition.

21. In the reply affidavit, respondent – MSRDC also placed on record the deliberations of District Level Committee and relied upon the contents of the said agreement executed with the petitioner, to claim that there was no question of payment of any further compensation.

22. The petitioner relied upon a document at Exhibit J, being a letter purportedly addressed by the petitioner to the respondents, seeking compensation for the land covered under internal roads and open spaces. It is to be noted that this document does not show any date and there is no endorsement about its receipt in the office of any of the respondents.

23. Writ Petition Nos.15256 of 2025 and 15265 of 2025 are both filed by Shubharambh Properties LLP, claiming to be an assignee of

the original land owners with whom the respondent – State had executed agreement for acquisition of land. It is an admitted position that Zero FIR No.1 of 2026 dated 12.03.2026 was registered in Shahpur Police Station, District Thane, against the original land owners and the partners of the petitioner – Shubharambh Properties LLP, on a complaint submitted by the Deputy Collector and Administrator of respondent – MSRDC, with regard to execution of the said assignment deeds pertaining to properties that are subject matter of the said two writ petitions.

24. The FIR had been registered on the ground that despite the subject lands having been vested in the respondent – State and the revenue records having been mutated in favour of respondent – MSRDC, the original land owners proceeded to illegally execute the assignment deeds in favour of petitioner – Shubharambh Properties LLP. In this backdrop, offences were registered against the said persons under Sections 198, 201, 318(4), 336(1), 338, 340(1) and 61 of the Bharatiya Nyaya Sanhita, 2023 (BNS).

25. Writ Petition No.15256 of 2025 is concerned with land situated at Survey No.656 in Village Birwadi, Taluka Shahpur, District Thane. Pursuant to the said notifications, agreement dated 23.08.2019 was executed. As per the said agreement, the compensation amount was disbursed to the original land owners and possession of entire notified land for acquisition i.e. 13539 sq.mtrs., was taken. The petitioner claims that land reserved for internal roads and open spaces admeasuring total 4832 sq.mtrs., was taken without payment of any compensation and hence, appropriate directions were required to be issued for payment of compensation.

26. Writ Petition No.15265 of 2025 is concerned with land situated at Survey No.655 in Village Birwadi, Taluka Shahpur, District Thane. The aforementioned two notifications triggered the acquisition process of the said portion of land for Nagpur-Mumbai Highway. Pursuant to the said notifications, agreement dated 23.08.2019 was executed between the original land owners concerned with Hindustan Buildwell Private Limited and the Land Acquisition Officer.

27. As per the agreement, the compensation amount was disbursed to the original land owners and possession of entire notified land for acquisition i.e. 16814 sq.mtrs., was taken. The petitioner claims that land reserved for internal roads and open spaces admeasuring 3157 sq.mtrs., was taken without payment of any compensation and hence, appropriate directions were required to be issued for compensation to be computed and paid, under the provisions of Highways Act read with the Act of 2013.

28. The respondent – MSRDC filed its reply affidavit in these two petitions, contesting the claims made therein, heavily relying upon registration of the said FIR and questioning the very locus of the petitioner – Shubharambh Properties LLP in pursuing the writ petitions.

29. In these petitions, just before the hearing was conducted, the original petitioners filed two applications. Interim Application (Stamp) No.11946 of 2026 was filed in Writ Petition No.15256 of 2025 and Interim Application (Stamp) No.11950 of 2026 was filed in Writ Petition No.15265 of 2025, to bring on record the original land owners i.e. Mr. Ajay Vedprakash Chhabra and Ms. Rajni Ajay Chhabra

as co-petitioners in these writ petitions. The respondents vehemently opposed these applications and filed their reply affidavits. The said applications were taken up for hearing and consideration along with these writ petitions.

30. In Writ Petition No.11696 of 2023, the grievance of the petitioners pertains to acquisition of their lands located in Village Lahe, Taluka Shahpur, District Thane. According to the petitioners, in terms of the said notifications issued for acquisition of lands, although larger area of land was notified for acquisition, compensation was paid in terms of the agreement for lesser area and accordingly, the petitioners are entitled for computation and payment of compensation for area admeasuring 5560 sq.mtrs. reserved for the purposes of internal roads and open spaces, under the provisions of the Highways Act and the Act of 2013. In this case also, reference was made to a hand-written portion added towards the end of the agreement dated 23.08.2019, wherein the petitioners had reserved their right to claim compensation with regard to the said remaining portion.

31. In this petition also, the respondent – MSRDC filed its reply affidavit, annexing a letter dated 13.07.2022 submitted by the petitioners before the Land Acquisition Officer, stating that the hand-written portion in the last part of the agreement was being withdrawn and it should be ignored. It was submitted that this vital fact and document were suppressed in the petition and on this ground alone, the petition deserved to be dismissed. Reference was also made to the deliberations of the District Level Committee and a chart recording that zero compensation was being offered for the said portion of land reserved for internal roads and open spaces. It

was submitted that the arguments raised by the respondents in the other petitions also equally applied to the said petition and that therefore, this petition also deserved to be dismissed.

32. Additionally, it was brought to the notice of this Court that the petition was not only belatedly filed, but it was not pursued diligently before this Court, as it was initially dismissed by an order of the Registrar on account of failure to remove the office objections. Subsequently, it was restored. It was submitted that the agreement in this petition as also the agreements in the other connected writ petitions, showed that one of the persons, who signed as a witness, was a partner in a firm of which the said Nikhil Radheshyam Agrawal was a partner, thereby showing direct connection between the said persons and the cause sought to be agitated in these petitions. On this basis, it was submitted that the picture sought to be portrayed by the petitioners about being farmers/land owners, ignorant of their rights, who were not able to understand the purport of the agreements, was not based on facts. On this basis, it was submitted that all the petitions deserved to be dismissed.

33. The arguments on behalf of the petitioners were led by Mr.Sakhardande, learned senior counsel appearing for the petitioners in Writ Petition No.16450 of 2024. Mr. Punjabi, learned counsel appeared for the petitioner in Writ Petition No.15256 of 2025, while Mr. Salunkhe, learned counsel appeared for the petitioner in Writ Petition No.15265 of 2025. Mr. Hingorani, learned counsel appeared for the petitioners in Writ Petition No.1614 of 2026 and Writ Petition No.11696 of 2023.

34. The learned counsel appearing for these petitioners in these writ petitions, submitted that a bare perusal of the agreements between the petitioners on the one hand and the respondent – Land Acquisition Officer on the other, would show that the agreements were limited to the areas of land recorded in each one of them. It was emphasized that the subject matter of the agreements being the specific areas of lands mentioned therein, necessarily demonstrated that compensation agreed upon and disbursed to the petitioners, was limited to the areas mentioned in the respective agreements.

35. On this basis, it was submitted that the respondents could not be allowed to rely upon the contents of the agreements, to claim that the said agreements pertained to the larger pieces of land notified for acquisition. It was submitted that on this ground alone, the writ petitions deserved to be allowed, as possession of larger pieces of lands were taken, while compensation was computed and calculated for smaller portions of lands of the petitioners. It was submitted that therefore, there was a clear violation of rights of the petitioners, under Article 300A of the Constitution of India.

36. Reliance was placed on the judgement of the Supreme Court, in the case of *Bank of India and another vs. K. Mohandas and others*, (2009) 5 SCC 313, as regards construction of the subject agreements on the basis of the words used therein. It was submitted that subsequent conduct of the parties would not determine the interpretation of clauses of the agreement. It was also emphasized on the basis of the said judgement that since the agreements were in the form specified by the respondents, if at all there was lack of clarity in any of the terms, the interpretation of the same would necessarily have to be against the respondents.

37. Reliance was also placed on the judgement of the Supreme Court, in the case of *Kolkata Municipal Corporation and another vs. Bimal Kumar Shah and others*, **(2024) 10 SCC 533**, to contend that seven sub-rights of the right to property, specified in the said judgement of the Supreme Court, were violated in the facts of the present case, indicating violation of Article 300A of the Constitution of India. Reliance was also placed on the judgement of the Supreme Court, in the case of *Brihanmumbai Municipal Corporation and others vs. Vijay Nagar Apartments and others*, **2026 SCC OnLine SC 904**, to contend that unequal bargaining power between the respondents and the petitioners, cannot be ignored by the Court and that the respondents cannot be permitted to escape the liability of suitably compensating the petitioners by relying upon the contents of the said agreements. It was submitted that the clauses of agreements ought to be strictly construed in favour of the petitioners, in the facts and circumstances of the present case.

38. It was further submitted that a Division Bench of this Court, in the case of *Murlidhar s/o. Rama Veer and others vs. The State of Maharashtra and others* (**judgement and order dated 09.12.2021 passed in Writ Petition No.2806 of 2020**), had held in favour of the land owners and claimants, after taking into consideration the deliberations and decisions of the District Level Committee. It was submitted that in the said case, this Court issued appropriate directions, setting aside the rates of compensation determined by the District Level Committee and hence, appropriate relief can be granted in the present writ petitions also.

39. The learned counsel for the petitioners further relied upon recent judgement of this Court, in the case of *Pune Ex-servicemen*

Co-operative Housing Society Ltd. vs. The Municipal Corporation of City of Pune and others (judgement and order dated 06.05.2026 passed in Writ Petition No.5838 of 2010 and connected petitions). It was submitted in the said judgement, this Court had struck down a development control rule of the Corporation, which specified illusory compensation of ₹ 1 for taking over of open spaces in sanctioned layouts. It was submitted that in the present case also, the respondents were seeking to justify their action of paying nil compensation for lands reserved for internal roads and open spaces. On this basis, it was submitted that the contentions raised on behalf of the respondents deserved to be rejected.

40. It was further submitted that the ground of suppression of facts being highlighted on behalf of the respondents, can be of no consequence, in the light of the contents of the subject agreements. It was further submitted that merely because power of attorney holders and assignees were pursuing some of these writ petitions, the respondents could not be absolved of their responsibility to justify non-payment of compensation for large areas of land of which possession was taken. On this basis, it was submitted that all the writ petitions deserved to be allowed in terms of the prayers made therein.

41. Dr. Milind Sathe, learned Advocate General appeared on behalf of respondent – MSRDC in Writ Petition No.1614 of 2026 and Writ Petition No.11696 of 2023. Mr. De Vitre, learned senior counsel appeared on behalf of the said respondent in Writ Petition No.16450 of 2024. Mr. Deshmukh, learned counsel appeared for the said respondent in Writ Petition No.15256 of 2025 and Writ Petition No.15265 of 2025.

42. Ms. Patil, learned AGP appeared for respondent Nos.1 to 3 – State in Writ Petition No.1614 of 2026. Ms. Joshi-Deshpande, learned AGP appeared for the said respondents in Writ Petition No.11696 of 2023. Ms. Bhatia, learned AGP appeared for the said respondents in Writ Petition No.16450 of 2024. Ms. Bane, learned AGP appeared for the said respondents in Writ Petition No.15265 of 2025 and Mr. Pawar, learned AGP appeared for the said respondents in Writ Petition No.15256 of 2025.

43. The learned Advocate General appearing on behalf of respondent – MSRDC in the aforesaid two writ petitions, submitted that there was a fundamental fallacy in the contentions raised on behalf of the petitioners in all the writ petitions. Attention of this Court was invited to the contents of the subject agreements executed in August 2019 and August 2020 between the petitioners and the respondent – Land Acquisition Officer. It was submitted that the agreements copiously referred to the offer made by the respondent authorities to the petitioners, while undertaking acquisition of the subject lands, pursuant to the notifications issued under the provisions of the Highways Act.

44. In this context, attention of this Court was invited to Sections 19-B(2) and (3) of the Highways Act, emphasizing that the two modes of acquisition were evident from the said provisions. Under Section 19-B(2) thereof, acquisition could be through agreement, whereby the compensation amount is determined as per the agreement between the parties. Under Section 19-B(3) thereof, when no such agreement is reached, the matter is to be referred to the Land Acquisition Officer for determination of amount of compensation, *inter alia*, under the provisions of the Act of 2013.

45. It was emphasized that as per the policy of the State Government, upon the land owners entering into an agreement under Section 19-B(2) of the Highways Act for acquisition by consent and through execution of such agreement, 25% additional compensation is paid. It was submitted that undisputedly, in the present petitions, all the petitioners opted for acquisition of their lands by agreement under Section 19-B(2) thereof.

46. The learned Advocate General further referred to the contents of the agreements, which demonstrated that the petitioners voluntarily and without any reservation, accepted the quantum of compensation determined by the District Level Committee in its decisions. They agreed to accept the quantum determined by the said Committee in full and final satisfaction of their claim towards compensation. The contents of the agreements also demonstrated that the petitioners, being land owners, did make certain requests, in the context of the quantum of compensation determined by the said Committee. Such requests were taken into consideration and thereupon, the agreements were executed.

47. In that context, attention of this Court was invited to the actual minutes of the meetings of the District Level Committee along with the charts annexed thereto, emphasizing that with respect to the lands covered under the internal roads and open spaces, the District Level Committee had concluded that no compensation was payable. It was emphasized that the petitioners, while executing the said agreements, accepted the said aspect of the matter, as the offer for execution of agreements was entirely based on the decisions of the said Committee. On this basis, it was submitted that the petitioners cannot be permitted to turn around and virtually challenge the

agreements themselves, to claim compensation for the portions of lands covered under the internal roads and open spaces.

48. In this regard, reliance was placed on the judgement of the Supreme Court in the case of *Ranveer Singh vs. State of Uttar Pradesh and others*, (2016) 14 SCC 191. It was submitted that as per the said judgement, the agreed compensation amount has to be treated as just compensation, permitting no addition or substitution whatsoever. It was submitted that on this short ground, the writ petitions deserved to be dismissed.

49. The learned Advocate General further submitted that in terms of notification issued under Section 18(1) of the Highways Act, the subject land concerning these petitions, stood vested absolutely in the State Government, free from all encumbrances. Thereupon, the petitioners voluntarily agreed to enter into the aforementioned agreements under Section 19-B(2) of the Highways Act and the quantum of compensation was determined on that basis. The hand-written portion in the subject agreements stood withdrawn and therefore, there was no question of consideration of the prayer for computation and disbursal of compensation for the lands covered under the internal roads and open spaces. It was submitted that the said prayer could certainly not be entertained at the behest of power of attorney holders and assignees.

50. Mr. DeVitre, learned senior counsel appearing for respondent – MSRDC in Writ Petition No. 16450 of 2024 supported the contentions of the learned Advocate General. He further added that in the said case, the power of attorney itself was suspect. The verification in support of the writ petition was signed and sworn by

the power of attorney holder Nikhil Radheshyam Agrawal, while at the bottom of the petition, he signed as the petitioner himself. Thereupon, the learned senior counsel invited attention of this Court to the rejoinder affidavit to highlight that the contents thereof clearly attributed personal knowledge of specific facts in the exclusive knowledge of the petitioner – Prashant Nivrutti Khedkar, although the rejoinder was signed and sworn by Nikhil Radheshyam Agrawal, as the power of attorney. This created serious suspicion about the form and manner in which the petition was filed, purportedly on the basis of power of attorney executed by the petitioner – Prashant Nivrutti Khedkar in favour of Nikhil Radheshyam Agrawal.

51. The learned senior counsel further submitted that the contents of the agreement were absolutely clear and such agreement was executed on the basis of the proceedings of the District Level Committee, which recorded that no compensation was payable for the lands reserved for internal roads. In such a situation, the writ petition did not deserve to be entertained, having been filed more than four years after execution of agreement dated 20.08.2020 and handing over possession of the entire land simultaneously by the petitioner. There was no question of the petitioner – Prashant Nivrutti Khedkar executing power of attorney in favour of Nikhil Radheshyam Agrawal after the agreement was executed, acted upon, compensation having been disbursed and possession of the entire land being handed over to the respondent authorities in August 2020 itself. It was submitted that the said Nikhil Radheshyam Agrawal had made a business of approaching land owners, obtaining such powers of attorney in his favour and thereupon, pursuing belated litigations, only to somehow extract money from the respondent authorities. Attention of this Court was invited to the details of the litigation

initiated by the said Nikhil Radheshyam Agrawal on the basis of such powers of attorney and that too only notarized documents, without any registration. It was submitted that in such a situation, the writ petition deserved to be dismissed.

52. Mr. Bhushan Deshmukh, learned counsel appearing for respondent – MSRDC in Writ petition Nos. 15256 of 2025 and 15265 of 2025, supported the contentions raised by the learned Advocate General and the learned senior counsel appearing in the other writ petition.

53. The learned AGPs who appeared for respondent authorities in all the writ petitions also adopted the contentions raised by the learned Advocate General and submitted that the petitions deserved to be dismissed.

54. Having heard the learned counsel for the rival parties, this Court has carefully considered the documents on record. The material on record needs to be considered, in the context of the provisions of the Highways Act, which provides for acquisition of lands for the purposes of the said Act. As per Section 18 of the Highways Act, once a declaration under Section 18(1) is issued, the subject land vests absolutely in the State Government, free from all encumbrances, as per sub-section (2) thereof. Such notification issued in the present case, pertaining to the lands located in Taluka Shahpur, District Thane, concerning the present writ petitions, was never challenged by the petitioners. Instead, they opted for acquisition of their lands and determination of compensation for the same by agreement with the respondent – State Government. Thus, in the present cases, Section 19-B(2) of the Highways Act was taken

recourse to and agreements were executed between the petitioners and the Land Acquisition Officer of the State, for acquisition of land and computation as well as payment of compensation.

55. It is undisputed that in terms of the policy of the respondent – State, upon such acquisition and payment of compensation by way of agreement, additional 25% amount was added to the quantum of compensation and disbursed to the petitioners. The petitioners have not raised any grievance about the computation of quantum of compensation, as per the said agreements. It is also undisputed that simultaneous with the execution of the agreements and disbursement of compensation to the petitioners, possession was delivered of the entire pieces of land that were subject matter of the notifications for acquisition. The said agreements were executed in these cases in August 2019 and August 2020. The petitioners did not raise any claim for considerable period of time. It was only when the power of attorney and the assignee came into the picture, that demands were made on behalf of the petitioners for compensation pertaining to the lands covered under internal roads and open spaces. These demands were raised for the first time about 4 to 5 years after the possession of the entire lands was handed over by the petitioners and the compensation amounts, as per the agreements, had been disbursed.

56. Although, in the writ petitions, copies of certain letters have been placed on record, wherein the petitioners purportedly made such a demand, in some cases, there is no date on the said letters and no acknowledgement from the office of any of the respondents about receipt of the same. In other cases, such letters were purportedly sent few days before filing of the writ petitions.

57. In Writ Petition Nos. 11696 of 2023 and 1614 of 2026, where the power of attorney holder or assignee is not directly in picture, it is found that one Rajesh Vanjarani is one of the witnesses to the subject agreements. This person was also an ex-partner, like the said power of attorney Nikhil Radheshyam Agrawal, of a partnership firm named North N South Developers LLP. This firm had filed Writ Petition No. 2375 of 2021, concerning another piece of land, which was subject matter of acquisition under the Highways Act, for the said project, raising similar contentions. In the said writ petition also the original owner had sought to rely upon hand-written portion in the agreement and thereupon, a withdrawal letter was placed on record. In this situation, the aforesaid firm withdrew the writ petition, as per order dated 29.03.2021 passed by this Court.

58. The respondent – MSRDC has specifically placed these facts on record, to contend that such identical pleadings were raised by the said partnership firm, but the writ petition was withdrawn. Thereafter, the power of attorney holder and the witness to the said agreement, both being ex-partners of the said firm, had caused the aforesaid writ petitions to be filed.

59. The respondent – MSRDC has also specifically stated in the reply affidavit filed in Writ Petition 11696 of 2023, that the original owner of the subject land was Radheshyam Agrawal i.e. the father of the Nikhil Radheshyam Agrawal and the order permitting non-agricultural use and layout formation passed in the year 2010, identified the said Radheshyam Agrawal as the owner of the land. These facts have not been denied by the petitioners and/or the power of attorney holder, at any stage, in these proceedings.

60. It is also a matter of record that Writ petition No. 16450 of 2024 has been filed by the said Nikhil Radheshyam Agrawal as power of attorney holder of petitioner - Prashant Nivrutti Khedkar. Writ Petition Nos. 15256 of 2025 and 15265 of 2025 have been filed by assignees. The original land owners are not even parties to the said two writ petitions. It is also a matter of record that the registered deed of assignment cum transfer deed dated 24.07.2025 was executed in favour of the petitioners in the said two writ petitions i.e. M/s. Shubharambh Properties LLP, much after execution of agreements for acquisition of said land on 23.08.2019. It is also an admitted position that the Deputy Collector and Administrator of respondent – MSRDC reported the matter to the Police about illegal execution of the assignment deed in the aforesaid manner, after the lands had absolutely vested in the State Government and possession of which was already handed over in the year 2019, on the basis of which the aforesaid FIR was registered against the original land owners, the partners of the petitioner – M/s. Shubharambh Properties LLP and the Sub-Registrar. The FIR was registered on 12.03.2026.

61. The aforesaid are undisputed facts, coupled with the fundamentally defective pleadings in Writ Petition No. 16450 of 2024, wherein statements of facts have been made by the power of attorney holder that were in the personal knowledge of only the petitioner - Prashant Nivrutti Khedkar. This Court finds substance in the contention of the respondents that the present petitions have not been filed to air a genuine grievance of land owners/farmers and that the petitions have been orchestrated by individuals and entities involved in the business of land deals.

62. The details stated on behalf of the respondent – MSRDC in the affidavit in reply filed in Writ Petition No. 16450 of 2024, with regard to the number of matters in which the said Nikhil Radheshyam Agrawal had obtained power of attorney from original land owners and thereupon, instituted litigation, much after the agreements were executed, compensation was disbursed and possession of the lands was handed over, demonstrates lack of *bona fide* in filing of these writ petitions.

63. When Writ Petition Nos. 15256 of 2025 and 15265 of 2025 were taken up for hearing, interim applications were filed at a belated stage on behalf of the petitioner – M/s. Shubharambh Properties LLP to add the original land owners as co-petitioners in the said writ petitions. The respondents filed their reply affidavits in the said applications, vehemently opposing the prayer made in the applications, on the ground that a fundamental defect in the frame of the petition was sought to be rectified by belatedly filing the said applications.

64. We have perused the contents of the said applications and we find substance in the objection raised on behalf of the respondents. Copy of the FIR registered in the matter is on record. The subject lands stood vested in the respondent – State upon issuance of declaration dated 05.11.2018, under Section 18(1) of the Highways Act and therefore, execution of assignment deed dated 24.07.2025 by the original land owners, is itself suspect. When the land had already vested by operation of law in favour of the State Government in the year 2018 itself, there was no question of execution of the assignment deed in favour of petitioner M/s. Shubharambh Properties LLP. The belated attempt on the part of the said petitioner,

to add the original land owners as parties, cannot be permitted. Hence, Interim Application (Stamp) No. 11946 of 2026 in Writ Petition No. 15256 of 2025 and Interim Application (Stamp) No. 11950 of 2026 in Writ Petition No. 15265 of 2025, are dismissed.

65. The writ petitions could have been dismissed only on the basis of the aforesaid facts noted by this Court hereinabove, which indicate that the writ petitions have not been filed *bona fide* by the original land owners and they have been orchestrated by the power of attorney holder and assignee and that too after 4 to 5 years of completion of acquisition by way of agreements and possession of entire land being handed over to the respondents. But, this Court is considering the contentions raised on behalf of the petitioners and those raised by the respondents, while opposing the prayers made in the writ petitions.

66. The petitioners contend that the contents of the agreement are limited to areas of lands specifically stated in the agreement, without any reference to the areas of lands covered under internal roads and common spaces of the layouts. On this basis, it is contended that the quantum of compensation agreed upon between the parties to the agreements, was necessarily limited to the areas of lands mentioned in the agreements. On this basis, it was contended that the petitioners are entitled to pursue their case for computation and payment of compensation for remaining portions of the lands that were notified for acquisition, which were covered under internal roads and open spaces.

67. The petitioners relied upon the orders, whereby conversion to non-agricultural use of the lands was permitted. By placing reliance

upon the line of judgments of the Supreme Court, rendered in the case of *Pt. Chet Ram Vashist (dead) by LRS vs. Municipal Corporation of Delhi*, (1995) 1 SCC 47, it was contended that the nominal compensation of ₹ 1 for internal roads and open spaces in the layouts for handing over the same, was illusory. Reliance was also placed on judgment of the Supreme Court in the case of **Kolkata Municipal Corporation and another vs. Bimal Kumar Shah and others** (*supra*), to claim violation of Article 300A of the Constitution of India.

68. In the first place, there is no challenge to the provisions on the basis of which the orders were passed regarding non-agricultural permission granted to the original owner. Secondly, the respondents have referred to the relevant DC Regulations, wherein no compensation is stipulated for handing over of areas of land covered under internal roads and open spaces, when called upon by the authority. There is no challenge to the DC Regulations also. In this context, we find that reliance placed on the recent judgment of this Court in the case of **Pune Ex-servicemen Co-operative Housing Society Ltd. vs. The Municipal Corporation of City of Pune and others** (*supra*), is also misplaced, simply for the reason that in the said case, the concerned Development Control Rule of the Corporation was found to be *ultra vires* the parent Act itself, as the said Rule was framed by relying upon provisions that had nothing to do with open spaces. Therefore, reference to the said line of the judgments, does not take the case of the petitioners any further and the contentions raised in that context, are rejected.

69. A perusal of the agreements in these cases shows that specific clauses in the said agreements referred to acquisition by agreement,

under Section 19-B(2) of the Highways Act and the deliberations and decisions of the District Level Committee in respect of the subject lands. These decisions specifically recorded that no compensation was to be paid for lands covered under internal roads and open spaces in the layouts of the lands notified for acquisition. The relevant clauses of the agreements show that these decisions of the District Level Committee were specifically relied upon and the land owners i.e. the petitioners in these petitions specifically agreed to accept the said decisions of the District Level Committee finally without any demur, as the basis for determination and payment of quantum of compensation in lieu of acquisition of the lands. The agreements also record that with regard to the said decisions, certain issues were raised by the land owners/petitioners. They were considered and dealt with and the parties agreed for payment of additional 25% amount to satisfy such concerns expressed by the land owners/petitioners. They also agreed to hand over peaceful and vacant possession of the subject lands, upon receiving the quantum of compensation, as recorded in the said agreements. Admittedly, possession was simultaneously handed over to the respondent authorities in the years 2019/2020.

70. We are of the opinion that the contents of the decisions of the District Level Committee, particularly the fact that no compensation was offered for lands covered under internal roads and open spaces, were very much part of the agreements executed between the petitioners and the Land Acquisition Officer, thereby indicating that subsequently, the petitioners cannot be permitted to wriggle out of the basis of determination and payment of compensation, as per the said Agreements. Much emphasis was placed on behalf of the petitioners on the areas of lands mentioned in the agreements for

which the amount of compensation was recorded.

71. An attempt was sought to be made to claim that since lesser areas were mentioned in the agreements, the said agreements pertained only to such reduced areas of lands and that the remaining portions from the areas notified for acquisition, were required to be taken into account for determination of compensation as per the provisions of the Highways Act and the Act of 2013. The fundamental fallacy in the said submission is that it ignores the fact that the petitioners chose the path of acquisition of the notified lands by consent and agreement, as per Section 19-B (2) of the Highways Act and not through the route of compulsory acquisition, as per Section 19-B (3) thereof. The offer made by the respondent – Land Acquisition Officer to the petitioners was on the basis of the decisions of the District Level Committee, which offered monetary compensation for land not covered under internal roads and open spaces, with no compensation offered for the remaining land that was covered under the internal roads and open spaces. It is this offer which was accepted by the petitioners voluntarily and hence, monetary compensation recorded in the agreements referred only to such areas of lands, as indicated in the decisions of the District Level Committee.

72. The remaining areas of lands, for which no compensation was offered, were not specifically mentioned in the agreements. The petitioners accepted the said offers, resulting in execution of the said agreements in May 2019 and May 2020. They accepted the monetary compensation, which included additional 25% amount, since acquisition was by consent and they simultaneously handed over possession of the entire lands notified for acquisition in the years

2019 and 2020.

73. It is a settled position of law that when claimants / landowners give consent for acquisition of their lands and the quantum of compensation is determined on the basis of agreements executed with the acquiring authorities, the quantum of compensation agreed upon between the parties is treated as just compensation, permitting no addition or substitution whatsoever. In the context of Section 11(2) of the LA Act, which pertains to acquisition by way of agreement, the Supreme Court, in the case of **Ranveer Singh Vs. State of Uttar Pradesh and others** (*supra*), observed as follows:

“14. This sub-section (2) of Section 11 begins with a non obstante clause which makes it free of the requirements of sub-section (1) if all the persons interested in the land agree in writing as to what matters should be included in the award of the Collector. Thereupon the Collector is competent to make an award as per agreement without making further enquiry. In view of such clear provision that permits agreement to determine all the matters to be included in the award, all the inclusions and omissions in the consent award must be treated as based upon agreement of the parties and the final amount determined by way of agreement must be taken as a completely just compensation inclusive of the statutory interest payable to the claimant for the land concerned at least on the date of agreement. Since the agreed compensation amount is accepted without protest with a clear stipulation not to claim any additional amount, it has to be deemed that the compensation reflected in the consent award has taken into account all relevant factors including interest till the date of agreement. Moreover, the right to seek reference for enhancement itself gets lost by accepting the compensation without protest especially when there is an agreement that the landowner shall not claim any amount in addition to the amount agreed upon as compensation and shall accept the compensation without any protest.

In such circumstances agreed amount has to be treated as a just compensation permitting no addition or substitution whatsoever. In other words, not only the remedy under the Act of seeking enhancement is lost but the substantive cause of action also vanishes when the landowner agrees for a consent award and the amount of compensation is accepted without any protest.”

74. Applying the said position of law to the facts of the present case, we find that the quantum of compensation agreed between the parties, in terms of the said agreements, has to be treated as just compensation. No change can be made therein and that too, at the behest of power of attorney holders / assignees, who appear to have orchestrated and filed the petitions about 4 to 5 years after the agreements were executed, the agreed compensation was disbursed to the original landowners and simultaneously possession of the subject lands was also handed over.

75. In the face of such admitted position on facts, we find no substance in the contention raised on behalf of the petitioners that since the entire pieces of lands notified for acquisition, were not specifically mentioned in the agreements, it could be claimed by the petitioners that they were entitled to seek monetary compensation for such remaining areas of lands, under the method of compulsory acquisition, as per Section 19-B(3) of the Highways Act, read with Act of 2013. The aforesaid contention raised on behalf of the petitioners is rejected.

76. In this context, reliance placed on the judgment of the Supreme Court in the case of **Bank of India and another vs. K. Mohandas and others** (*supra*) on behalf of the petitioners, cannot take their case any further. The said judgment laid down that the

true construction of a contract must depend upon the import of words used and not upon what the parties chose to say afterwards. We have reached the aforesaid conclusion on the contents of the agreements, including the clauses, wherein the petitioners agreed to the monetary compensation offered by the respondent – Land Acquisition Officer, on the basis of the decisions of the District Level Committee that were never challenged by the petitioners.

77. Reliance was also placed on behalf of the petitioners on the judgment of the Supreme Court in the case of **Brihanmumbai Municipal Corporation and others vs. Vijay Nagar Apartments and others** (*supra*). We find the said judgment is distinguishable on facts. In the first place, the said judgment concerned Section 126(1)(b) of the Maharashtra Regional and Town Planning Act, 1966 (MRTP Act), which concerned payment of compensation in the form of Transferable Development Rights in lieu of monetary compensation. It is relevant to note that Section 126(1)(a) of the MRTP Act pertained to acquisition of land by agreement by payment of agreed amount.

78. The discussion in the entire judgment does not concern Section 126(1)(a) of the MRTP Act, which concerns payment of monetary compensation in situations where acquisition is by agreement. On this basis, the judgment is distinguishable. The whole discussion on unequal bargaining power in the said judgment, was in the backdrop of the Municipal Corporation forcing down the throat of the apartment owners, a clause that was found to be unfair and in the teeth of the relevant statutory provision. In the present case, as noted hereinabove, acquisition was by agreement under Section 19-B(2) of the Highways Act and in terms of the monetary compensation

offered on the basis of the decisions of the District Level Committee, which the petitioners accepted without demur. It is important to note that in the present case, it is not the original owners themselves who came forward to raise a grievance, but it is the power of attorney holder/assignee, who have raised issues 4 to 5 years after the acquisition was completed.

79. At this stage, it would be necessary to note that Writ Petition No. 16450 of 2024 was filed by the power of attorney holder Nikhil Radheshyam Agrawal and Writ Petition Nos. 15256 of 2025 and 15265 of 2025 were filed by the assignee being a partnership firm dealing in properties. Although, Writ Petition Nos. 1614 of 2026 and 11696 of 2023 have been filed by the original owners, they have been filed belatedly. It is already noted hereinabove that one of the witnesses in all the agreements, including the agreement that form subject matter of the aforesaid two writ petitions, was one Rajesh Vanjarani, who was an ex-partner in the said firm North N South Developers LLP, of which the said Nikhil Radheshyam Agrawal was also a partner. Identical issues were raised in a writ petition filed by the said firm, which was subsequently withdrawn before this Court. While exercising writ jurisdiction, this Court cannot be oblivious to such admitted facts, which show that the grievance now sought to be raised on behalf of the petitioners about alleged unfair conduct on the part of the respondents, cannot be said to be genuine.

80. The said situation is further compounded by the manner in which the original land owners and signatories to the agreements entered hand-written portions towards the end of all these agreements, to claim that they were reserving their right to raise the issue of payment of compensation for lands covered under internal

roads and open spaces. In all these cases, subsequently, these very persons sent communications to the Land Acquisition Officer, stating that such hand-written portions were wrongly inserted and the same should be treated as withdrawn. This creates grave suspicion about the *bona fide* of these writ petitions and it leads to the conclusion that individuals and firms in the business of land deals, are masquerading as vulnerable land owners allegedly taken for a ride by the respondent authorities.

81. The petitioners also relied upon judgment of this Court in the case of **Murlidhar s/o. Rama Veer and others vs. The State of Maharashtra and others** (*supra*), wherein this Court set aside the rates determined by the District Level Committee. A closer look at the said judgment shows that it was rendered in peculiar facts. In the said case, this Court found that while the lands of the owners (petitioners therein), were declared to have been acquired under the Land Acquisition Act, 1894 (LA Act), the award was not passed for two years and in an earlier proceeding, the acquisition had been declared as lapsed. Thereafter, in the year 2016, the concerned authority offered to purchase the lands of the petitioners therein by private negotiations and an agreement was executed specifically recording that the lands were irrigated lands and the said factor would be considered while determining the market value.

82. In the District Level Committee meetings, the rates for market value were determined by treating the lands as irrigated lands, but, subsequently the Superintendent Engineer, who was himself a member of the District Level Committee, sought a review, which was obviously impermissible. On the basis of such unsustainable procedure, in a subsequent meeting, the District Level Committee

revised the rates to reduce the basis of market value by treating the lands as *Jirayat* non-irrigated lands. Thereupon, the petitioners therein executed consent letters and sale deed was executed. In the backdrop of such facts, the said writ petition was filed. In such facts, this Court found that the respondent – State had acted in a most unfair manner by first offering compensation to the petitioners therein by treating their lands as irrigated lands. The District Level Committee also determined the rates on that basis, but, subsequently the rates were revised to bring them down by the District Level Committee, illegally reviewing its own decision, by treating the lands as non-irrigated lands. This Court set aside the rates subsequently determined by the District Level Committee.

83. In the present cases, there are no such facts and therefore, the petitioners cannot rely upon the said judgment in the case of **Murlidhar s/o. Rama Veer and others vs. The State of Maharashtra and others** (*supra*). In any case, there is no challenge to the decision of the District Level Committee in the present case. On the contrary, in the subject agreements, the petitioners/original land owners specifically agreed to the decision of the said Committee and accepted the monetary compensation offered on that basis, as final and binding. Hence, there is no substance in the contentions raised on behalf of the petitioners in these writ petitions, by placing reliance on the said judgment.

84. We also find substance in the contentions raised on behalf of the respondent – MSRDC with regard to the manner in which the affidavits have been sworn in Writ Petition No. 16450 of 2024. The power of attorney holder at places had vouched for the correctness of the statements made on facts that were in the exclusive and personal

knowledge of the original land owners. The power of attorney could not have proceeded in such a manner while making statements in the petition as well as in the rejoinder affidavit. The whole frame of the petitions is rendered suspicious due to such defective pleadings.

85. In Writ Petition Nos. 15256 of 2025 and 15265 of 2025, the petitioner is a firm that claims to be an assignee of the original land owners, on the basis of assignment deed executed on 24.07.2025. On the said date, the original land owners, who purportedly executed the assignment deed in favour of the said petitioner, had no right in the subject properties at all. In the light of the agreements executed in August 2019 by the original land owners with the respondent – Land Acquisition Officer, leading to acquisition of the lands, payment of compensation and handing over of possession of the lands, the entire lands vested in the State Government. It is for this reason that the Administrator of the MSRDC caused the said FIR to be registered against the original land owners, the partners of the said petitioner firm and the Sub-Registrar. These admitted facts completely vitiate the said writ petitions and for this reason also, no indulgence can be shown to the petitioners.

86. In view of the above, this Court finds no substance in the writ petitions and the reliefs claimed in these petitions cannot be granted.

87. Accordingly, all the writ petitions are dismissed. Pending applications are also disposed of.

(SHREERAM V. SHIRSAT, J.)

(MANISH PITALE, J.)