



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 17261 OF 2024

G.B. Industries Reg. Partnership Firm
Thr. Its Partners Vishal S. Bhogate ...Petitioner
Versus
Minakshi Balasao Magdum And Ors. ...Respondents

Mr. Shrikrishna Ganbavle a/w Mr. Raturaj Pawar a/w Mr. Dheeraj Patil for
Petitioner.

Mr. R.M. Haridas a/w Mr. Prasad P. Kulkarni, Mr. Somanath Thongal, Mr.
ananda Chavan for the Respondent Nos.1 to 3.

Mr. A.I. Patel, Addl. G.P. a/w Ms. M.S. Bane, AGP for State – Respondent
Nos.4, 5 and 7.

Mr. Nitin Deshpande for the Respondent No.6.

CORAM : G. S. KULKARNI &
ADVAIT M. SETHNA, JJ.

DATE : 28 NOVEMBER 2024

P.C.:

1. This is a classic case of how the petitioner has abused the process of law at every possible opportunity and finally before this Court in the present proceedings. Without a semblance of legal right in relation to the land of the ownership of respondent Nos.1 to 3, which is the subject matter of acquisition for the public purpose of the Kolhapur Airport, the petitioner merely a licensee under the leave and license agreement, has not left a single stone unturned to create obstacles so that respondent Nos.1 to

3 are harassed and deprived of the compensation amount, and the same is grabbed by the petitioner. This more particularly when the owner of the land is Respondent No.1 is a widow and a Senior Citizen.

2. The facts of the case are glaring which we set out in some detail, as Mr. Ganbavle, learned counsel for the petitioner has strenuously argued before this Court for almost fifty minutes, attempting to support the case of the petitioner.

3. At the outset, we are required to note substantive prayers as made in the petition which are purely in regard to the acquisition of the land inter-alia belonging to respondent No.1 – widow. The prayers read thus :-

“a. That this Hon'ble Court be pleased to issue a writ of Mandamus or any other appropriate writ, order or direction in nature of Mandamus thereby directing the respondent no.4 to 7 not to dispose the petitioner from the tenanted land & shed thereon without following the procedure as contemplated under Land Acquisition Act, 2013 the same being by payment of compensation to the petitioner as per its share in the compensation amount and providing alternative land to the petitioner as it is tenant in respect of tenanted premises which forms part of land being acquired and passing award to that effect under Land Acquisition Act, 2013.

In the Alternative

b. That this Hon'ble Court be pleased to issue a writ of Mandamus or any other appropriate writ, order or direction in nature of Mandamus thereby directing the respondent no.5 to treat the application of petitioner dated 10.09.2024 annexed at "Exhibit-Y" to the petition as application u/s. 64 of the Land Acquisition Act, 2013 and make reference of the same to Maharashtra State Monitoring Committee for Rehabilitation and Resettlement.

c. That this Hon'ble Court be pleased to issue a writ of Mandamus or any other appropriate writ, order or direction in nature of Mandamus thereby directing the respondent no.4 to 7 to deposit the money in respect of the tenanted land with the Maharashtra State Monitoring Committee for Rehabilitation and Resettlement.

d. That this Hon'ble Court be pleased to issue a writ of Certiorari or any other appropriate writ, order or direction in nature of certiorari quashing and setting aside the letter dated 12.09.2023 passed by respondent no.5, annexed at "Exhibit-Z" hereto.

e. Pending hearing and final disposal of the present writ petition this Hon'ble Court be pleased to direct the respondents no.4 to 7 to determine the compensation amount to be paid to the petitioner and further determine the alternative plot of land to be allotted to petitioner.

f. Pending hearing and final disposal of the present writ petition this Hon'ble Court be pleased to direct the respondents not to dispossess the petitioner from the tenanted land and shed thereon.

g. Interim and ad-interim relief in terms of prayer clause (e) & (f) be granted;

h. Costs of the petition be provided for.

i. Pass such further and other reliefs as the nature and circumstances of the case may require.”

4. There is an attempt to also incorrectly describe the respondent no.1's son who is impleaded as respondent No.2 and when pointed out by the Court Mr. Ganbavle says that it is a typographical error. We do not know.

5. Be that as it may, the petitioner has described itself as G.B. Industries a registered partnership firm, along with its partner's Shri Vishal Sharadchandra Bogate, Age 40 and Shri Eknath Balvant Ghorpade, Age 52 are the petitioner. The petitioner obtained respondent Nos.1's open land bearing Gat No.288/A/2 and Gat No.288/A/3 admeasuring 1 H 65 R situated at Village Mudshingi, Taluka - Karveer, Dist. Kolhapur, which is outside the municipal limits, on licence under a leave and license agreement dated 7 March 2015. A copy of the licence agreement is placed

on record. Under clause-2 of the leave and licence agreement, respondent Nos.1 to 3 owners have permitted the petitioner to put up shed at the cost of the petitioner and after the license period expires, the petitioner were to remove the said shed. Most importantly, in clause 2(e), the petitioner agreed that the petitioner would not claim any legal right of a tenancy or any other right, whatsoever and also not create any third party rights and that the petitioner. These clauses are required to be read as under :-

“E) The party giving in writing shall use the said property in proper manner. There shall not be any tenancy right or any kind of right and title to the said property.

EE) The party giving in writing shall not transfer right and title in respect of the property mentioned hereinabove in clause No. 1 to anybody nor shall create any kind of interest / right and title of whosoever and of whatsoever nature to the said property.”

6. It is not in dispute that the license agreement expired by efflux of time on 6 March 2020 which was just at the beginning of the Covid – 19 period. However, despite the same having expired, the petitioner continued to occupy the land and did not vacate the same and hand over the possession of the land to respondent No.1, although being requested to vacate the land. In the meantime, it appears that steps were taken by the official respondents to notify the petitioner land for acquisition for the purpose of Kolhapur Airport and for which respondent No.6 namely Maharashtra Airport Development Company Limited (“*MADCL*” for

short) was notified as the entity to undertake such development, and at whose behest, the land of the petitioner was subject matter of acquisition.

7. It is not in dispute that appropriate notifications under the Right to Fair Compensation And Transparency in Land Acquisition, Rehabilitation And Resettlement Act, 2013 (“**2013 Act**” for short) were issued and also steps were taken to undertake valuation of the land. Valuation reports were obtained including in respect of the shed which was put up by the petitioner on the said land.

8. On a query as made to Mr. Ganbavle he has stated that there is no material on record to indicate that respondent Nos.1 to 3 / owners, had ever asserted rights or claim any amounts qua the shed which the petitioner had put up on the land in question.

9. It however appears that with all these developments and considering that the landlord respondent No.1 is a Widow and other licensor being her son is of 40 years of age and respondent No.3 who is another lady i.e. daughter of the widow, would receive the land acquisition compensation from respondent No.6, the petitioner started asserting that the petitioner had become a tenant of respondent Nos.1 to 3. Again on a query made to Mr. Ganbavle as to what would be the nature of such tenancy Mr. Ganbavle has stated that he is not in a position to set out from the documents as to whether the tenancy as asserted by the petitioner whether was under the Maharashtra Rent Control Act, 1999, which was

not be applicable to the area in question, being outside the municipal limits. If not so then what would be relevant that could be an agricultural tenancy, which would fall under the Bombay Tenancy and Agricultural Lands Act, 1948 which also would not be applicable as the land was not used for agricultural purposes, and the petitioner by no stretch of imagination could be an agricultural tenant. Nonetheless, on such vague rights, and which would amplified from the further discussion with the sole reason to cause harassment and / or to obtain an illegal gain, and / or in some manner blackmail respondent Nos.1 to 3 for money, the petitioner instituted a civil suit before the Court of Civil Judge Senior Division, Kolhapur being R.C.S. No.849 of 2023 and quite astonishingly making the following substantive prayers :-

(Official Translation)

“19. Hence, the Plaintiffs humbly pray that,

- A) The suit of the Plaintiffs may be allowed with the cost for the court proceeding.
- B) It may be declared that the relationship between the Plaintiff and the Defendant as Licensee and Licensor in the suit property has come to an end with the expiry of the term of the agreement and that a relation of regular legal tenant has been formed between the Plaintiffs and the Defendant No.1 to 3 and that the suit property is in the actual possession of the Plaintiff in view of the said relation.
- C) Permanent Injunction order may be passed against the

Defendants No.1 to 3 and the Persons acting on their behalf and they may be restrained from taking possession of the suit property with the help of defendants No. 4 and 5, which is in the actual possession of the plaintiffs.

- D) Permanent injunction order may be passed against the Defendant No. 1 to 3 and 4 and 5 and they may be restrained from committing any such acts which would cause hurdle, hindrance to the peaceful possession and management of the Plaintiffs over the suit property.
- E) Permanent injunction order may be passed against the Defendants No. 4 and 5 and the persons acting on their behalf and they may be restrained from taking away the possession of the suit property and from displacing them from the suit property unless the compensation towards the tenancy rights is paid and alternative land in lieu thereof is made available to them.
- F) It may be declared that the valuation of the shed and other material of the Plaintiffs in the suit property, made by the Defendant No. 7 and 8 is incorrect and orders may be passed giving directions to the Defendant No. 6 and 7 to make revaluation thereof.
- G) Order may be passed and directions may be given to the Defendant No.9 and to the persons acting on their behalf to take steps to make available the land within the purview of the Defendant No. 9 to the Plaintiffs and to handover the same in their possession.
- H) Other just and incidental reliefs may be granted in favour of the Plaintiffs.

- I) Leave may be granted to carry out amendments in the
Plaint of the suit, if required.
- J) Interim reliefs may be granted in favour of the Plaintiffs
as prayed for in the application for granting interim
injunction order, annexed to the Plaint.
- K) Emergent process and special belief (relief) may be
granted in favour of the Plaintiffs as per the necessity.”

10. It is seen from the array of defendants that the petitioner suit was not only against respondent Nos.1 to 3 the owners but also against the State of Maharashtra, the Special Land Acquisition Officer, the Deputy Collector, Executive Engineer, P.W.D., Assistant Engineer (Class-I), P.W.D. and the Chief Officer of the Maharashtra Industrial Development Corporation. In such suit the petitioner moved an application praying for a temporary injunction asserting, the so called tenancy rights. The said proceedings were defended by respondent Nos.1 to 3 in which respondent Nos.1 to 3 asserted a categorical stand in paragraph 16 of the written statement, to the effect that the petitioner were exploiting the position that respondent No.1 is a widow and that respondent Nos.1 to 3 were not aware about the complexities of law, and merely for the reason that respondent Nos.1 to 3 were to receive substantial amounts by way of land acquisition compensation, the petitioner had instituted such false suit. The relevant averments as made by respondent Nos.1 to 3 in their written statement in that regard read thus:-

(Official Translation)

“This present suit has been filed by the Plaintiffs only by keeping an eye on the fact viz. the Defendants will be receiving huge amount in lieu of land acquisition and by taking disadvantage of the facts that the Defendant is a widow and that they do not have any legal knowledge and that they do not have any support from anyone and with a malafide intention to grab the consideration of land acquisition. The Plaintiffs are claiming the consideration in lieu of the shed and structure constructed by them on the suit property, without having any right thereto. As a matter of fact, no such clauses have been mentioned in the Agreement. The term of Agreement has come to an end and the licence of the Plaintiff has been cancelled. The Plaintiffs have to vacate the suit property at their own costs and to handover the same in the possession of the Defendants without any complaint in respect thereof. When these aspects are expected as per the law, the Plaintiffs, by giving the excuses of the tenancy right and Rent Control Act, are trying to claim the consideration in lieu of the structure constructed by them for their convenience in the suit property by retaining the possession without having any right thereto, unlawfully.”

(emphasis supplied)

11. The injunction application of the petitioner was considered on merits and by a well reasoned and detailed (24 page) order, dated 23 August 2024 passed by the learned Civil Judge, Kolhapur, the temporary

injunction application filed by the petitioner came to be rejected.

12. On behalf of the petitioner, it is informed to the Court that the order passed by the Civil Court rejecting the petitioner injunction application is assailed by the petitioner in an appeal namely Misc. Appeal No.197 of 2024 which is pending before the Court of learned District Judge, Kolhapur. No interm protection was granted to the petitioner by the learned District Judge.

13. However, it is clear from the record that the petitioner did not stop at this. After the petitioner's injunction application was rejected the petitioner approached the official respondents dealing with the land acquisition and continued to assert its rights, despite such rights being not recognized by the Civil Court and / or were rejected, more significantly, when in such proceedings the land acquisition authorities as also the State Government as also the acquiring body were parties. This is clear from the fact that after the injunction application was rejected by the Civil Court on 23 August 2024, the petitioner approached the Sub-Divisional Officer/Land Acquisition Officer vide letter dated 10 September 2024, which was after about 17 days of the rejection of the injunction application, claiming compensation as if the petitioner is the owner of the land. However, such request as made by the petitioner came to be rejected by the Sub-Divisional Officer/ Land Acquisition Officer vide communication dated 12 September 2024.

14. On the aforesaid premise purporting to be aggrieved by such action on the part of the official respondents who may proceed with the land acquisition, the present petition has been filed for the reliefs as noted by us hereinabove.

15. However, it appears that the Additional Collector also played at the hands of the petitioner when he addressed a letter to respondent Nos.1 to 3 dated 26 September 2024 that as the proceeding of the suit and this petition was pending, further proceedings on the land acquisition cannot be taken although complied in respect of other lands. Thus, respondent Nos.1 to 3 were suffering not only at the hands of petitioner but also from the Additional Collector. In these circumstances respondent Nos.1 to 3 were required to also approach this Court in the proceedings of Writ Petition No.16858 of 2024 (Meenakshi Balaso Magdum & Ors. Vs. G. B. Industries & Ors.) the companion petition. On such petition on 21 November 2024 after hearing the learned counsel for the parties we have passed the following order:

1. We are informed by Mr. Haridas, learned counsel for the petitioner that respondent nos. 1A and 1B have filed a Writ Petition in this Court raising issues, similar to the subject matter of the present proceedings, namely, the acquisition of the land of the ownership of the petitioner for the Kolhapur Airport.

2. The case of the petitioner is that respondent nos. 1A and 1B were licencees of the petitioner under a Leave and Licence Agreement, hence they would not have any legal right of the nature of ownership or otherwise except what the licence would confer. His contention is that the Collector, Kolhapur/respondent no. 2 as also the Competent Authority/respondent no. 3 are

playing at the hands of respondent no. 1 and are not proceeding with the acquisition giving some credence to the case of these respondents although not explicitly. This despite a specific order passed by the Civil Court in a Civil Suit, which does not recognize any legal right of respondent nos. 1A and 1B.

3. *Prima facie* we see substance in the contentions as urged on behalf of the petitioner. We need to hear respondent nos. 1A and 1B, as to whether merely on a Leave and Licence Agreement any right questioning acquisition or any right in the compensation can at all be claimed by respondent no. 1A and 1B and that too after the substantive relief in this regard having being rejected or not granted by the Civil Court.

4. Considering such conspectus, we are more concerned with the approach of the Collector as also the Competent Authority, Sub-Divisional officer Karveer as to why the land acquisition proceedings are delayed to the prejudice of the petitioner.

5. Issue notice to respondent nos. 1A and 1B, returnable on 28 November, 2024. Learned advocate for the petitioner is permitted to serve respondent nos. 1A and 1B by all permissible modes and place on record an affidavit of service before the returnable date. If despite service respondent nos. 1A and 1B are not represented on the adjourned date of hearing, the Court shall proceed to hear the appearing parties considering that respondent nos. 1A and 1B are not interested to contest the present proceedings.

6. Accordingly, list this petition on **28 November, 2024 (H.O.B.)** along with Writ Petition (St.) No. 27634 of 2024 filed by respondent nos. 1A and 1B.

7. Let copy of this order be also forwarded by the learned AGP to the concerned officer.

16. Mr. Ganbavle, learned counsel for the petitioner has limited submissions. He has drawn our attention to the documents as placed on record. Mr. Ganbavle's contention is primarily that the petitioner have a legal right in the land belonging to respondent Nos.1 to 3. He began his arguments by contending that the petitioner had become tenants and

which according to him, is also admitted by respondent Nos.1 to 3 in the written statement as filed. When a query was made Mr. Ganbavle whether the written statement would unequivocally go to show that there is tacit acceptance of the tenancy throughout in the written statement, Mr. Ganbavle could not make this position good, and clearly so, in view of the categorical stand taken by respondent Nos.1 to 3 that the petitioner had no legal right after the license in respect of the land in question had expired, and much less to assert any right to compensation or of any tenancy, considering the specific clauses of the leave and license agreement. Mr. Ganbavle however, would submit that there is a valuation report in respect of the shed as set up by the petitioner, as if to give an impression to the Court that such valuation report is at the behest of the respondent Nos.1 to 3. He states that the shed was valued at Rs.17 Lakhs. However, Mr. Ganbavle is not in a position to demonstrate that at any point of time and in any manner whatsoever, respondent Nos.1 to 3 had asserted any amounts, on the valuation of the said shed as undertaken. In fact, on behalf of the respondent No.1 to 3, Mr. Haridas has pointed out to us clause-2 of the leave and license agreement of which we have made a mentioned hereinabove, that the petitioner were required to remove the shed after the license period was to expire. However, it appears from Mr. Ganbavle contention that putting of this shed was sought to be exploited to the advantage of the petitioner, so as to assert rights not only of the

tenancy but also in respect of the land acquisition compensation, knowing well, that by merely having open land (subject matter of leave and license), no tenancy could have been claimed under the Maharashtra Rent Control Act, 1999. Mr. Ganbavle, however, would submit that the petitioner need to be permitted to claim compensation on such rights as asserted in the petition, before the land acquisition authorities. Now he says that the claim for compensation would be qua the shed. Mr. Ganbavle, however, could not dispute that the petitioner had claimed / asserted a wholesale tenancy rights qua the land in question and such assertion had been already rejected by the Civil Court, in rejection of the petitioners injunction applicaton. Also to this effect the petitioner could not obtain any order in the Appeal by it before the District Court. Nonetheless Mr. Ganbavle has verbose arguments that the prayers as made in the petition be considered by the Court and relief as prayed for be granted.

17. On the other hand, Mr. Haridas, learned counsel for respondent Nos.1 to 3 submits that the petitioner have no legal right whatsoever. He has submitted that the petitioner have not only instituted proceedings before the Civil Court but have made applications before the authorities asserting compensation without any legal right on the property in question. He submits that the petitiomer has dragged respondent No.1 - widow into unwarranted proceedings which are in the nature of sheer harassment and as categorically asserted by respondent No.1 to 3 before

the Civil Court in the written statement. It is his submission that having not succeeded in the injunction application, there was no legal right whatsoever which could be asserted by the petitioner in the present proceeding before this Court, and more particularly, when all such contentions as raised were subject matter of consideration in the Civil Suit as also in the pending appeal of the petitioner. It is hence the submission that the present proceedings are clearly an abuse of process of law and are required to be accordingly dismissed with exemplary costs.

18. Mr. Deshpande has represented respondent No.6 being the acquiring body. We have perused the documents which are relevant so far as Mr. Deshpande's client is concerned from which we were of the clear impression that the concerned officer namely Mr. Tejsingh Pawar, Additional Collector has not acted fairly and more particularly, in our opinion, overlooking and/or misconstruing the orders of the Civil Court and when he addressed the communication dated 26 September 2024 to the Deputy Collector which reads thus :-

(Translation of a photocopy of a LETTER, typewritten in Marathi).
MAHARASHTRA AIRPORT DEVELOPMENT COMPANY
LIMITED
(Government of Maharashtra Undertaking)

Tele. No. -----, Fax No. 022-22163814

CIN : U45205MH2002SGC1360/79

EXHIBIT 'U'

No. MADC-2017/M.No.09/LA/885 Date :26.09.2024

To,
The Sub Divisional Officer,

Karvir Division, Kolhapur,
Swarajya Bhavan, Nagala Park,
District – Kolhapur – 416003.

Subject : Regarding acquiring the area admeasuring 0.96 Hectare-Are from out of the land bearing Gat No. 288/A/1 to 3, situated at Village – Mudshingi, under the project of Expansion of Kolhapur Airport.

Reference : Your Letter bearing No. L.A./Va. Shi./ 1472/2024, dated 12.09.2024.

In pursuance of the matter under the subject noted above, a proposal for acquisition of land by way of Direct Sale has been received under the letter referred to hereinabove. When scrutiny into the said proposal is made, it is found that the Suits Proceedings going on in respect of the land bearing the said Gat Number have not been disposed of and that the same are pending. Further, the affected Party, concerned in the said Suit, has filed a Writ Petition before the Hon'ble Bombay High Court and the Maharashtra Airport Development Company has been made as a Party i.e. Respondent No.6 in the said Petition. Taking into consideration the contents of the aforesaid Paragraph, as the said matter is still pending before the Court, the concerned land cannot be purchased by way of Direct Sale by private negotiations.

(Signature Illegible)
26.09.2024.
[Tejusing Pawar]

Additional Collector.”

19. The aforesaid letter was in the teeth of what was communicated to him by the Sub-Divisional Officer vide letter dated 12 September 2024 which recorded that the petitioner could not get any relief in its injunction application filed before the civil Court. Mr. Deshpande on instructions of the said officer submits that such officer is apologetic of his conduct and he is willing to file affidavit tendering unconditional apology for having misconstrued the orders of the Civil Court in addressing such communication, although in concluding the other acquisitions, for such reason delaying to conclude acquisitions of the land in question by negotiation. We accept Mr. Deshpande’s statement however with a warning to the said Officer that in future, he shall not repeat such actions and shall be extra careful. The affidavit of such officer be placed on record within one week from today.

20. Having heard the learned counsel for the parties, from the aforesaid facts, we are of the clear opinion that the present proceeding is a grossest abuse of the process of law. We commenced the hearing of the proceedings at 11.00 am and this order was being dictated in the open Court upto 1.50 pm which is past the lunch time. We may observe that at the beginning and on a prima facie view, we made a query to the petitioner whether the petitioner would be serious to pursue the present proceedings, however, Mr. Ganbavle was helpless in view of the instructions received by him

from the Advocate on record, to argue the proceedings. Accordingly, we have patiently heard Mr. Ganbavle on the present proceedings, on his lengthy submissions including referring to the voluminous documents on record. We were required to hear the learned counsel for the respondents.

21. We have no manner of doubt whatsoever and more particularly from the facts which are absolutely glaring that the petitioner having failed to obtain any orders in the Civil Suit against the respondents. The Suit as also the present Writ Petition is filed by the petitioner with the sole intention to cause harassment to respondent Nos.1 to 3 so that respondent Nos.1 to 3 do not receive the land acquisition compensation by negotiation. The Civil suit itself was filed with such intention asserting untenable rights, purporting to be tenancy rights which are also asserted in the present proceeding. On a scrutiny of such plea as argued by Mr. Ganbavle such rights even remotely are not seen to be available to the petitioner, who was a mere licensee.

22. With Mr. Ganbavle's assistance, we have gone through the provisions of the Maharashtra Rent Control Act, Mr. Ganbavle was not in a position to point out any provision under which the petitioner could have claimed any rights of tenancy under the Maharashtra Rent Control Act. The petitioner having failed on this count, Mr. Ganbavle submitted that possibly the tenor of the plaint could be that the petitioner was claiming an agricultural tenancy and would fall under the provisions of

Bombay Tenancy and Agricultural Lands Act, 1948 (“**BTAL Act**” for short). Such submission of Mr. Ganbavle would in fact shock our conscience as to how such plea could be taken by a commercial licensee, and as to how petitioner can claim to be an agricultural tenant and asserts rights under the BTAL Act. Such plea of the petitioner is frivolous to say the least.

23. What has disturbed us more is the fact that once the litigant i.e. petitioner had failed before Civil Court on all counts, when the injunction application by an exhaustive order came to be rejected, nonetheless, the petitioner is persisting to urge similar untenable contentions before this Court. This in our opinion, is a vital consideration when the present proceedings are under Article 226 of the Constitution of India being the extraordinary and discretionary jurisdiction of the High Court. To invoke such jurisdiction any litigant is required to approach with clean hands. Certainly, the law would not permit the jurisdiction of the High Court to be abused in such manner and that too for personal gains in the absence of a semblance of legal right not being shown by the petitioner, more particularly, when effectively relief as prayed for, is infact against the private respondents.

24. As noted by us hereinabove at the cost of wasting valuable time of the Court of more than 2.30 hours and at the cost of other litigants waiting for their turn, the petitioner consciously wasted the Courts time

on such proceedings. We cannot overlook that in the present times when the pressure on the Court is mounting litigants persist to assert such frivolous pleas. This is a new trend which we have noticed in several matters.

25. Be that as it may, we have passed this detailed order considering all contentions raised before us, suffice it to observe that such untenable persistence of the litigant cannot be brushed aside lightly. The Court would certainly not countenance abuse of the process of law. The litigants who can afford to abuse the process of law on the strength of resources available to them to litigate, certainly would be an aspect which cannot be overlooked by the Court in dismissing such proceedings with exemplary costs. More so, this is a case of widow who is made to suffer multiple proceedings and is harassed by the petitioner.

26. All these reasons weigh with us to dismiss the petition with exemplary costs of Rs.5,00,000/- (Rupees Five Lakhs only) which shall be paid by the petitioner to respondent Nos.1 to 3 within a period of two weeks from today, failing which the same shall be recovered as land revenue by attaching the firm's assets as also the personal properties of the Partners including the movable properties including the bank accounts, fixed deposit etc. An affidavit of disclosure be filed by the petitioner and its partneres disclosing the movable and immovable assets within a period of two days from today. We also direct that the petitioner shall not part

with immovable property which they possess or any substantial funds above an amount of Rs.50,000/- in Banks or Fixed Deposits without the prior permission of the Court till the amounts are paid to respondent Nos.1 to 3.

27. If we were not to pass aforesaid orders, we would have failed in our duty in preserving and maintaining the solemnity and purity of the process of law from being abused by the litigants like the petitioner.

28. The petition stands dismissed.

29. List the proceeding for compliance on the disclosure affidavit of the petitioner and its partners on **2 December 2024 First on Board**.

[ADVAIT M. SETHNA, J.]

[G. S. KULKARNI, J.]