

ORDER BELOW EXH. 5 IN REGULAR CIVIL SUIT NO. 19/2026
(CNR No.MHAH25000862026)

Heard learned advocate for the plaintiffs as to the urgency regarding issuance of ad interim injunction sought against defendants. Perused record and gone through documents filed on record by the plaintiffs. Suit is filed for perpetual injunction and declaration. Plaintiffs claim that they have entered into lease agreement with defendant No.1 and 2 for the period of 20 years for running the business. According to plaintiffs, as the suit property was necessary to be converted into non agricultural land, it was decided that possession of the suit property will be handed over to plaintiffs after conversion of the land into non agricultural land. Further, plaintiffs also claim that due to the increasing rent amount sought by the defendants, correction deed was entered into between both parties. Plaintiffs further claim that they have spent lacs of rupees in seeking different permissions, carrying out measurement as well as they filed an application for conversion of the suit property into non agricultural land before the revenue officers. For the purpose of petrol pump, plaintiffs deposited Rs.19 lacs and after the suit property was converted into non agricultural land in June 2025, plaintiffs immediately sought the permission of construction in November 2025 from Town Planning Officer and accordingly the possession of the suit property was handed over to the plaintiffs on 5.12.2025. It is the grievance of the plaintiffs that after having spent an amount of Rs.12 lacs for construction of the concrete compound and bringing the storage petrol tanks and despite the amount of rent being given to the defendants, the defendants sent notice to plaintiffs on 5.1.2026, informing about cancellation of the registered agreement of lease. According to plaintiffs, they have spent approximately Rs.1 crore for the construction of petrol pump and defendants are enraging the other petrol pump owners to act against the plaintiffs and they are threatening

the labourers who are carrying construction work of the plaintiffs. According to plaintiffs, if the obstruction of defendants continued, they will face financial loss which is in crores of rupees. Hence, through the application for temporary injunction, plaintiffs have prayed for restraining defendants from obstructing them in using the suit property and from entering the suit property and thereby damaging the machinery and objects of the plaintiffs.

2. Perusal of record indicates that the suit property bearing Gat No.1525/2/1, 1525/2/2 and 1525/2/3 have been converted into non agricultural lands as per 7/12 extracts. Further, copy of registered lease agreement between parties prima facie appears to mention the period of 20 years of lease period in clause No.11 of the agreement. Further, clause No.8 of the agreement prima facie appears to mention that unless the period of lease agreement expires, the lessor cannot seek the possession of the suit property from the lessee. Copy of correction deed is also filed on record. Copy of correction deed appears to mention that the lease agreement will only be applicable to either lessee No.1 or lessee No.2 to whom the petrol pump will be allocated. Plaintiffs have also filed copy of letter given by Bharat Petroleum Corporation Limited wherein it has been mentioned to the plaintiffs to provide explanation in view of the complaint filed by defendant No.1 alleging undertaken unauthorized construction in the suit property. Plaintiffs have filed photographs of the suit property showing the starting of construction work in the suit property as well as complaint application given to P.I., Parner police station against the defendants about being obstructed in the construction work over the suit property. At this juncture, at this juncture, the documents on record prima facie show that plaintiffs are inducted into possession of suit property as a lessee by the defendants. It is contended that defendants are obstructing plaintiffs and plaintiffs will suffer

irreparable loss. Plaintiffs have claimed on the basis of lease agreement that suit property is given to them for the period of 20 years which is reflected from clause No.2 of the lease agreement. Hence, considering that plaintiffs prima facie appears to be in possession and have invested amount in the suit property by starting construction work, their possession at this stage needs to be protected and the nature of the suit property needs to be preserved from being affected. Whether plaintiffs are entitled to the reliefs sought or not, is a matter of trial. Further, considering the urgency and the likelihood of dispossession before the service of summons, the court is of the opinion that it is a fit case to grant ad interim ex parte injunction till next date. Hence, in such circumstances, ad interim injunction is granted in favour of plaintiffs provided that the plaintiffs shall fulfill the requirements stipulated under Order XXXIX Rule 3(a) of C.P.C. Hence, the order:

ORDER

1. Ex-parte ad-interim injunction is granted against defendants no.1 and 2 till next date.
2. Defendants no.1 and 2 are restrained temporarily through an ad-interim injunction from obstructing the plaintiff in using the suit property and from entering in the suit property and causing damage to the machinery and objects of the plaintiffs.
3. Issue show cause notice to defendants no.1 and 2 to why ad-interim injunction shall not be continued and relief as prayed under Exh.5 shall not be granted.
4. The plaintiffs are directed to strictly comply requirement under Order XXXIX Rule 3(a) of the Code of Civil Procedure, 1908.

Date- 22/01/2026
Place- Parner

(Dr. N.S. Sabnis)
Jt. Civil Judge, Junior Division,
Parner