



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD**

**19 WRIT PETITION NO. 3863 OF 2022**

1. Shankar Mahada Kardile,  
Died through his L.Rs.
  - 1A. Parvatabai Shankar Kardile,  
Age : 65 years, Occupation: Agri. & Household,  
R/o. Kada, Tq.: Ashti, Dist. Beed.
  - 1B. Sanjay Shankar Kardile,  
Age : 48 years, Occupation: Agri.,  
R/o. Kada, Tq.: Ashti, Dist. Beed.
  - 1C. Nitabai Balu Shinde,  
Age : 38 years, Occupation: Agri.,  
R/o. Kada, Tq.: Ashti, Dist. Beed.
  - 1D. Sangita Vitthal Dalimbar,  
Age : 35 years, Occupation: Agri.,  
R/o. Kada, Tq.: Ashti, Dist. Beed.
- ... Petitioners**

*Versus*

1. Narayan Premraj Chorbele,  
Age : 76 years, Occupation: Nil.  
R/o. Balaji Colony, Burdgaon Road,  
Ahmednagar, Dist. Ahmednagar.
2. Amrutlal S/o Premji Chorbele  
Died through his L.Rs.
- 2-A. Lilabai Amrutlal Chorbele,  
Age: 74 yrs, occu: Household
- 2-B. Sandeep Amrutlal Chorbele,  
Age: 48 yrs, occu: Service,  
Both R/o: Satyampuram Society  
A/4, Lane No.3, Fursungi, Pune
- 2-C. Sadhana Vikas Gandhi,  
Age: 46 yrs, occu: Household,  
R/o: Belhe Tq: Junnar, Dist: Pune
- 2-D. Sandhya Sandeep Pokharna,  
Age: 45 yrs, occu: Household,  
R/o: Flat No.1, Market Yard,  
Puman Moti Nagar, Ahmednagar



3. Bhagwandas Premraj Chorbele,  
Age: 71 yrs. Occu. Nil,  
R/o. C/o. Ekta Society Kedgaon Devi  
Road, Ahmednagar, Dist. Ahmednagar.
4. Vijaykumar Kundanmal Chorbele  
(Died) through its L.rs
- 4-A. Abhijeet S/o Vijaykumar Chorbele,  
Age: 38 Yrs. Occu: Business,  
R/o: Market Yard, Pune.
- 4-B. Avina Pritesh Katariya,  
Age: 35 Yrs, Occu: Household,  
R/o: Bibvewadi, Pune
5. Ajit s/o Kundanmal Chorbele,  
Age: 60 yrs. Occu. Pvt. Service  
R/o. 180 Bhavani peth, Palki  
Vithoba Chowk, Unique Home Pune-42.
6. Narangi Kantilal Mutha  
Died through L.R.s:
- 6A. Kantilal Manikchand Mutha  
Age: 73 yrs. Occu. Agri.
- 6B. Kishor Kantilal Mutha  
Age: 40 yrs. Occu. Service & Agri.
- 6C. Sanjay Kantilal Mutha  
Age: 35 yrs. Occu. Agri.  
R/o. Res. no.6A to 6C,  
Bhan Shivre, Tq. Newasa,  
Dist. Ahmednagar.
- 6D. Manisha Deepak Gandhi,  
Age: 32 yrs. Occu. Household & Agri.  
R/o. Chandannagar, Latur.
7. Suman Jawaharlal Katariya,  
Died through L.R.s
- 7A. Jawaharlal Uttamchand Katariya,  
Age: 70 yrs. Occu. Agri. & Business
- 7B. Rahul Jawaharlal Katariya,  
Age: 35 yrs. Occu. Agri. & Business
- 7C. Priya Sachin Bhalgat,



Age: 38 yrs. Occu. Agri. & Household,  
R/o. Res. No. 7A to 7C Market yard, Pune.

8. Chandan Hastimal Gandhi  
Age: Major, Occu. Agri.  
R/o. Minatai Thakare Nagar  
Mhada Colony, Karve Nagar, Pune.
9. Sanjay Birdichand Chorbele  
Age: 50 yrs. Occu. Agri.  
R/o. Kada, Tq. Ashti, Dist. Beed.  
At present R/o. Burdegaon Road  
Bhosale Akada, Ahmednagar.
10. Pramod Birdichand Chorbele  
Age: 49yrs. Occu:- Business,  
R/o. Kada, Tq. Ashti, Dist. Beed.
11. Mangal Arunlal Munot,  
Age : Major, Occu. Household,  
R.o. Takali Manur, Tq. Pathardi,  
Dist. Ahmednagar.
12. Sarla Subhash Gandhi,  
(Died Through her L.Rs.)
- 12-A. Sachin Subhashlal Gandhi,  
Age: 40 years, Occu: Business,  
R/o. Shivaji Road Parner, Tq. Parner,  
Dist. Ahmednagar.
- 12-B. Sarika Ajay Gandhi,  
Age: 37 Years. Occu: Household,  
R/o. Pratiksha Bungalow,  
Nagar Pune Road, Near Chandan  
Estate, Manik Nagar, Ahmednagar,  
Tq. & Dist. Ahmednagar.
13. Jyoti Dilip Bhandari,  
Age: Major. Occu. Agri.  
R/o. Gajanan Colony Sahyadri  
Chowk, MIDC Ahmednagar.
14. Sangita Sunil Gandhi,  
Age: Major. Occu. Agri. & Household,  
R/o. Chanda, Tq. Newasa, Dist. Ahmednagar.
15. The Deputy Collector, (General) (Landreform),



Beed.

16. The Tahsildar, Ashti, Tq. Ashti, Dist. Beed. ...**Respondents**

...

Mr. N. L. Jadhav, Advocate for the Petitioner.

Mr. R. B. Dhaware, AGP for Respondent-State.

Mr. Yuvraj V. Kakde, Advocate for Respondent Nos.1, 3, 4, 4a and 4b, 5, 6a to 6d, 7b and 7c, 8 to 14.

...

**CORAM : SIDDHESHWAR S. THOMBRE, J.**

**DATED : 4<sup>th</sup> MAY, 2026**

**JUDGMENT:-**

1. **Rule.** Rule made returnable forthwith. By consent of the parties, heard finally at the stage of Admission.

2. By the present petition, the Petitioners are challenging the common order dated 23.02.2022 passed by the learned President, Maharashtra Revenue Tribunal, Mumbai Circuit Bench at Aurangabad in Revision Nos.64-B/2017 and 99-B/2018, whereby the order dated 29.07.2017 passed by the Deputy Collector, Beed in Tenancy Appeal No.2016/S/Tenant/KV-192 came to be confirmed.

3. The land bearing Gat No.162/2, admeasuring 4 Hectares 89 R, situated at village Kada, Taluka Ashti, District Beed, is the subject matter of the present proceedings.

4. Mr. N. L. Jadhav, learned Advocate for the Petitioners, submits that one Babu Laxman Shinde was the protected tenant in respect of land Survey No.162/2, owned by Hiralal Kaniram Marwadi. It is submitted that Babu Laxman Shinde was declared as a protected



tenant by issuance of a certificate under Sections 35 and 37 of the Hyderabad Tenancy and Agricultural Lands Act, 1950 (for short, “the Tenancy Act”) on 01.07.1952. The Tahsildar accordingly issued a certificate recognizing him as a protected tenant for the land gat No.162/2 admeasuring 4 Hectares 89 R.

5. It is further submitted that during his lifetime, Babu Laxman Shinde executed a registered Will Deed dated 03.11.1979 in favour of the father of the Petitioners. On the basis of the said Will Deed, the Petitioners’ father continued to cultivate the land and subsequently applied for declaration of ownership before the Tahsildar. The Tahsildar allowed the said application.

6. Being aggrieved thereby, the Respondents preferred an appeal before the Deputy Collector, who allowed the appeal and set aside the order of the Tahsildar, inter alia holding against the Petitioners.

7. Being aggrieved, the Petitioners preferred a revision before the Maharashtra Revenue Tribunal; however, the same came to be dismissed.

8. Mr. N. L. Jadhav, learned Advocate for the Petitioners, submits that Babu Laxman Shinde was a protected tenant and a certificate to that effect was issued in his favour. Once such status is conferred, the same cannot be negated in the absence of lawful



surrender in accordance with the provisions of the Tenancy Act.

9. It is submitted that there is no valid or legal evidence to establish surrender of tenancy by Babu Laxman Shinde. Learned counsel further submits that as Babu Laxman Shinde died issueless and the Petitioners, being his sister's sons, were taking care of him, he executed a Will dated 03.11.1979 in favour of their father.

10. It is further submitted that in view of Section 40 of the Tenancy Act, tenancy rights are heritable and continue, and therefore, the Tahsildar rightly granted declaration of ownership. However, the Deputy Collector and the Tribunal failed to properly appreciate the evidence and legal position.

11. In support of his submissions, learned counsel for the Petitioners has relied upon the following judgments:-

- “(i). Bharatlal Hemraj Vs. Kondiba Govinda Jadhav & Ors., reported in 2002 (Supp.1) Bom. C.R. 216;*
- (ii). Shrimantibai Ramu Nargude & Anr. Vs. Bhimrao Appa Nargude & Ors. Reported in 2008(6) Mh.L.J.;*
- (iii). Dayandeo Ganpat Jadhav Vs. Madhav Vithal Bhaskar, reported in 2006 AIR (SC) 93;*
- (iv). Ratnakar Rama Parab Vs. Managing Director, Goa State Infrastructure Development Corporation Limited, reported in 2022 DGLS (Bom.) 222;*
- (v). Nago Dattu Mahajan Vs. Yeshodabai Huna Mahajan, reported in LAWS(BOM)-1975-7-51;*
- (vi). Sahebrao Ritpure Vs. Dattatraya Krishnaje, reported in 1966 Mh.L.J. 17;*
- (vii). Amrit Bhikaji Kale & Ors. Vs. Kashinath Janardhan Trade & Anr., reported in (1983) 3 SCC 437;*
- (viii). Kishan Ganpati Mule Vs. Abdul Razak Abdul Kadar & Ors.,*



*reported in 2005(4) Mh.L.J.;*

- (ix). Thota Sridhar Reddy & Ors. Vs. Mandala Ramulamma & Ors. In Civil Appeal No.2506 of 2021 dated 01.10.2021;*
- (x). Ganpat Sakharam Deshmukh Vs. Yeshwant Digambar Deshmukh, reported in 1999 (1) Mh.L.J. 235;*
- (xi). Kashinath Laxman Waghmare & Ors. Vs. Ganpat Tukaram kashmire & Ors., reported in 2003 (2) All.M.R. 233;*
- (xii). Adam Mohmad Darwajkar & Ors. Vs. Appa Daud Darwajkar, reported in 2007(4) AIR Bom R 77;*
- (xiii). Sangappa Kalyanappa Bangi Vs. Land Tribunal, Jamkhandi, reported in 1998 AIR (SC) 3229;*
- (xiv). Kanna Timma Kanaji Madiwal (D) through Lrs. Vs. Ramachandra Timmaya Hegde (D) through Lrs. & Ors., reported in 2019 (0) SCC 1080;*
- (xv). Smt. Gangubai Tukaram Garad Vs. Mahadu Gangaram through Lrs. & Ors. in Writ Petition No.126 of 1993 dated 27.04.2020;*
- (xvi). Kashinath Laxman Waghmare & Ors. Vs. Ganpat Tukaram Kashmire & Ors. In Writ Petition No.160 of 1986 dated 21.01.2003.”*

12. Per contra, Mr. Yuvraj V. Kakde, learned Advocate for Respondent Nos.1, 3, 4, 4A and 4B, 5, 6A to 6D, 7B and 7C, and 8 to 14, vehemently opposes the petition. He submits that the contention of the Petitioners regarding ownership is wholly misconceived. He submits that the issue of ownership has been duly considered by the learned Deputy Collector as well as the Tribunal, and findings have been recorded against the Petitioners.

13. Learned counsel for the Respondents further submits that Babu Laxman Shinde had, in fact, surrendered his tenancy rights, and such surrender is duly reflected in the revenue record, including the Khasra Pahani Patrak and the Hyderabad Tenancy Register at Column



No.15. He submits that in the year 1957, in the final record of protected tenants, the name of Babu Laxman Shinde was shown as “surrendered” (bedakhal), thereby clearly establishing that he had relinquished his tenancy rights.

14. It is further submitted that Survey No.162/2 was partitioned among Hiralal Kaniram Marwadi and others, and in such partition, the land came to the share of Premraj. Though Mutation Entry No.393 of the year 1962 refers to the name of Babu Laxman Shinde, the same does not confer any tenancy right, particularly in view of the earlier recorded surrender.

15. Learned counsel submits that once the tenancy stood surrendered, no right could have been bequeathed by way of the alleged Will dated 03.11.1979. He further submits that the Petitioners are not members of the family of Babu Laxman Shinde within the meaning of the Tenancy Act, and being sister’s sons, they cannot claim continuation of tenancy rights.

16. It is also contended that the alleged Will has not been proved in accordance with law and is under serious dispute. The validity, execution, and genuineness of the said Will can only be adjudicated by a competent Civil Court and not by the tenancy authorities.



17. Therefore, it is submitted that the learned Deputy Collector has rightly allowed the appeal and the learned Tribunal has rightly confirmed the said order.

18. In support of his submissions, learned counsel for the Respondents has relied upon the following judgments:-

- “(i). Shiv Shakti Co.Op. Housing Society V. M/s Swaraj Dev, reported in AIR 2003 SC 2434;*
- (ii). Hindustan Aeronautics Ltd. & Another V. Ajit Prasad, reported in AIR 1973 SC 76;*
- (iii). Rajaram Nathuji Pathodeand & Another V. Maniram Sambha & others, reported in AIR 1975 Bom 1;*
- (iv). Yunis Ali Thiru V. Khursheed Akram, reported in AIR 2008 SC 2607;*
- (v). H Venkatachala Iyengar V. Thimmajamma & Others, reported in AIR 1959 SC 443;*
- (vi). Bharpur Singh & Others V. Shamsher Singh, reported in AIR 2009 SC 1766;*
- (vii). Kashinnath Laxman Waghmare & Others V. Ganpat Tukaram Kashmire & Others, reported in 2003(4) Bom. C.R. 431;*
- (viii). Laxmanrao Madhavrao V. State of Maha & Others, reported in 1979 Mh.L.J 357.”*

19. Considering the documents placed on record and the submissions advanced by the learned Advocates for the respective parties at length, it is necessary to refer to the relevant provisions of the Hyderabad Tenancy and Agricultural Lands Act, 1950. Section 34 of the Tenancy Act deals with protected tenants and reads thus:-

**“34. Protected Tenants:-**

*(1) A person shall, subject to the provisions of subsections (2) and (3), be deemed to be a protected tenant in respect of land if he,-*

*(a) has held such land as a tenant continuously,-*



*(i) for a period of not less than six years, being a period wholly included in the Fasli years 1342 to 1352 (both years inclusive), or*

*(ii) for a period of not less than six years immediately preceding the 1st day of January, 1948, or*

*(iii) for a period of not less than six years commencing not earlier than the 1st day of the Fasli year 1353 (6th October, 1943), and completed before the commencement of this Act, and*

*(b) has cultivated such land personally during such period:*

*Provided that where the landholder is a minor or is serving in the Naval, Military or Air Forces in India, the tenant shall not be deemed to be a protected tenant if before the expiration of one year from the date on which the minor attains majority or the landholder ceases to serve in the said forces, the landholder gives three months' notice in writing intimating his decision to terminate the tenancy if in good faith he requires the land to cultivate personally:*

*Provided further that where the landholder is a person permanently incapable of cultivating the land by reason of mental disability the tenant shall not be deemed to be a protected tenant if before the expiry of one year from the death of the land-holder, the person who succeeds to the land gives three months' notice in writing intimating his decision to terminate the tenancy if in good faith he requires the land to cultivate personally.”*

**20.** Having considered the Section 34 of the Tenancy Act, Babu Laxman Shinde would be deemed to be a protected tenant. More particularly, it is the specific case of the Petitioners that he was also declared as a protected tenant and a certificate under Section 35 of the Tenancy Act was issued in his favour.

**21.** In the reply filed by the Respondents, more particularly in paragraph No.8, it is admitted that such certificate forms part of the record. However, it is their contention that subsequently Babu Laxman Shinde relinquished his rights as a protected tenant, and to that effect,



entries are reflected in the Khasra Pahani Patrak as well as in the Tenancy Register.

22. Therefore, even if the contention of the Respondents is taken at its face value, the crucial question that arises for consideration is whether Babu Laxman Shinde had, in fact, validly relinquished or surrendered his tenancy rights in accordance with the provisions of law.

23. In this context, it is necessary to refer to Section 19 of the Tenancy Act, which deals with termination of tenancy and reads thus:—

**19. Termination of Tenancy:-**

*(1) Notwithstanding any agreement or usage or any decree or order of a Court of law, but subject to the provisions of subsection (3), no tenancy of land shall be terminated before the expiration of the period for which the land is leased or deemed to be leased otherwise than,-*

*(a) by the tenant by surrender of his rights to the landholder at least a month before the commencement of the year:*

*Provided that such surrender is made by the tenant in writing and is admitted by him before and is made in good faith to the satisfaction of the Tahsildar; or Provided further that where the land is cultivated jointly by joint tenants or members of an undivided Hindu family, unless the surrender is made by all of them, it shall be ineffective in respect of such joint tenants as have not joined in the application for surrender, irrespective of the fact that the names of all the joint tenants are not mentioned in the certificate];*

*(b) by the landholder on a ground specified in subsection (2).*

*(2) The landholder may terminate a tenancy on the ground that the tenant,-*

*(a) (i) has failed to pay in any year, within fifteen days from the day fixed under the Land Revenue Act for the payment of the last instalment of land revenue due for the land concerned in that year], the rent of such land for that year; or*



*(ii) if an application for the determination of reasonable rent is pending before the Tribunal or the Collector under section 17, has failed to deposit within 15 days from the aforesaid date with the Tribunal or the Collector, as the case may be, a sum equal to the amount of rent which he would have been liable to pay for that year if no such application had been made; or*

*(iii) in case the reasonable rent determined under section 17 is higher than the sum deposited by him, has failed to pay the balance due from him within two months from the date of the decision of the Tribunal or the Collector, as the case may be; or*

*(b) has done any act which is destructive or permanently injurious to the land; or*

*(c) has sub-divided the land; or*

*(d) has sub-let the land or failed to cultivate the land personally, or has assigned any interest therein; or*

*(e) has used such land for a purpose other than agriculture:*

*Provided that no tenancy of any land held by a tenant shall be terminated on any of the grounds mentioned in this subsection unless the landholder gives six months' notice in writing intimating his decision to terminate the tenancy and the grounds for such termination; and*

*Provided further that the tenancy of a tenant who,-*

*(a) is a female or a minor, or*

*(b) is subject to physical or mental disability, or*

*(c) is serving in the Naval, Military or Air Forces of India, shall not be determined on the ground only that the land comprised in the tenancy has been sub-let by or on behalf of such tenant.*

## **24. The Rule 7 of the Hyderabad Tenancy and Agricultural Lands**

Rules, 1958, which reads as under:-

### ***“7. How Tahsildar to satisfy himself as to voluntary surrender of tenancy:-***

*(1) For satisfying himself that the surrender of tenancy by a tenant is made voluntarily and in good Faith the Tahsildar shall secure the presence of the tenant and examine him on oath by putting him questions to ascertain,-*

*(a) whether the tenant understands the nature and consequences of the surrender,*

*(b) whether he has any objection to the surrender, and*



*(c) any other matter, which the Tahsildar thinks necessary to ascertain.*

*(2) The Tahsildar shall thereupon record his finding as to whether the surrender has or has not been made in good faith and to his satisfaction”*

**25.** In the present case, there is no cogent or reliable material on record to establish that Babu Laxman Shinde had surrendered his tenancy rights in accordance with the provisions of the Tenancy Act. As per the mandate of Section 19, more particularly the proviso thereto, any surrender of tenancy is required to be in writing and must be verified before the Tahsildar to his satisfaction, after holding due inquiry to ascertain that such surrender is voluntary and not vitiated by coercion or undue influence.

**26.** Mere mutation entries or entries in the Khasra Pahani Patrak indicating “bedakhal” cannot, by themselves, constitute a valid surrender of tenancy. It is well settled that statutory formalities governing surrender are mandatory in nature and must be strictly complied with. A tenancy cannot be terminated except in the manner prescribed under the statute, and any alleged relinquishment of tenancy rights dehors such procedure cannot be recognized in law.

**27.** In the present case, the alleged surrender is not supported by any document executed in writing, nor is there any material to indicate that the same was verified before the Tahsildar in accordance with law. The mandatory requirements under the Act and the Rules,



including Rule 7, have not been complied with.

28. However, the learned Deputy Collector as well as the learned Maharashtra Revenue Tribunal have failed to consider these crucial statutory requirements and have proceeded to accept the plea of surrender merely on the basis of revenue entries, which is legally unsustainable.

29. Insofar as the issue of continuation of tenancy on the basis of the Will is concerned, it is necessary to refer to Section 40 of the Tenancy Act, which reads thus:-

***“40. Rights of tenants are heritable:-***

*(1) Where a tenant dies, the land holder shall be deemed to have continued the tenancy-*

*(a) if such tenant was a member of an undivided Hindu family, to the surviving members of the said family, and*

*(b) if such tenant was not a member of an undivided Hindu family, to his heirs, on the same terms and conditions on which such tenant was holding it at the time of his death.*

*(2) The surviving members, or as the case may be, the heirs to whom the tenancy is continued under sub-section (1) shall be entitled to partition and subdivided the land leased subject to the following conditions.*

*(a) each sharer shall hold his share as a separate tenant,*

*(b) the rent payable in respect of the land leased, shall be apportioned among the sharer according to the share allotted to them,*

*(c) the area allotted to each sharer shall not be less than the unit which the State Government may, by general or special order, specify in this behalf having regard to the productive capacity and other circumstances relevant to the full and efficient use of the land for agriculture,*

*(d) the area is less than the unit referred to in clause (c), the share shall be entitled to enjoy the income jointly, but the land shall not be divided by metes and bounds.*



*(e) if any question arises regarding the apportionment of the rent payable by the sharers, it shall be decided by the Tahsildar whose decision shall be final.”*

**30.** Upon perusal of the aforesaid provision, it is evident that Section 40 of the Tenancy Act recognizes that the rights of a tenant are heritable in nature. In the present case, during his lifetime, Babu Laxman Shinde is stated to have executed a Will dated 03.11.1979 and also permitted the father of the Petitioners to cultivate the suit land.

**31.** It is the specific case of the Petitioners that Babu Laxman Shinde was issueless and that the Petitioners, being his sister's sons, were looking after him. It is further contended that, apart from the Will, a General Power of Attorney was also executed in their favour, pursuant to which they continued in possession and cultivation of the land.

**32.** In this context, Section 40(1) of the Tenancy Act assumes significance. The said provision provides that where a tenant dies, the tenancy shall devolve upon his heirs and, in the absence of members of an undivided family, upon such persons as are entitled to succeed to his estate, who shall hold the land on the same terms and conditions as the deceased tenant.

**33.** Thus, even assuming that the Petitioners were not members of a joint family, being successors to the estate of Babu Laxman Shinde, they would be entitled to continue the tenancy on the same terms and



conditions.

**34.** In this backdrop, the findings recorded by the learned Deputy Collector and the learned Member of the Maharashtra Revenue Tribunal reflect a failure to properly appreciate the statutory scheme governing heritability of tenancy rights.

**35.** In view of the foregoing discussion, I find that the Respondents have failed to establish that there was a valid relinquishment or surrender of tenancy rights by Babu Laxman Shinde in accordance with the mandatory provisions of the Tenancy Act. Mere entries in the revenue record are insufficient to prove lawful surrender.

**36.** On the contrary, the material on record indicates that Babu Laxman Shinde continued in possession of the land and was a protected tenant. Furthermore, in light of the Will deed and the provisions of Section 40 of the Tenancy Act, the Petitioners are entitled to claim continuation of tenancy rights as successors, thereby acquiring the status of deemed tenants.

**37.** The learned Deputy Collector as well as the Maharashtra Revenue Tribunal have failed to properly appreciate the statutory provisions and the evidence on record, particularly in respect of valid surrender and heritability of tenancy rights. The impugned orders, therefore, cannot be sustained.



38. Accordingly, the following order is passed:–

**ORDER**

- (i) The Writ Petition is allowed.
- (ii) The order dated 23.02.2022 passed by the learned President, Maharashtra Revenue Tribunal, Mumbai Circuit Bench at Aurangabad in Revision Nos.64-B/2017 and 99-B/2018 is hereby quashed and set aside.
- (iii) Consequently, the order dated 29.07.2017 passed by the Deputy Collector, Beed in Tenancy Appeal No.2016/S/Tenant/KV-192 is also quashed and set aside.
- (iv) The order dated 29.03.2016 passed by the Tahsildar granting relief in favour of the Petitioners stands restored.
- (v) Rule is made absolute in the above terms.
- (vi) No order as to costs.

**(SIDDHESHWAR S. THOMBRE, J.)**