

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s).32162/2025

[Arising out of impugned final judgment and order dated 20-05-2025 in SA No. 91/2008 passed by the High Court of Madhya Pradesh at Gwalior]

MUNICIPAL CORPORATION GWALIOR

Petitioner(s)

VERSUS

RAKESH SONI & ORS.

Respondent(s)

Date : 11-08-2026 This petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE K. VINOD CHANDRAN

For Petitioner(s) :Mr. Puneet Jain, Sr. Adv.
Mr. Ankit Singh, Adv.
Mr. Shashank Singh, AOR
Mr. Gaurav Mishra, Adv.
Mr. Ravi Kumar, Adv.
Ms. Neha Yadav, Adv.
Mr. Shashikant Chaubey, Adv.
Mr. Dhananjay Kumar, Adv.

For Respondent(s) :Mr. Nikhil Goel, Sr. Adv.
Mr. Manu Nayyar, Adv.
Ms. Manjeet Chawla, AOR
Ms. Jyoti, Adv.
Mr. Nitin Kumar, Adv.
Mr. Vaibhav Kush, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. The High Court, while allowing the second appeal preferred by the respondents herein passed the following operative order. The same reads thus:-

"16. In view of the aforesaid, the judgment and decree passed by both the courts are set aside and it is ordered as under:-

- i. The appellants/plaintiffs are permitted to amend the cause title of memo of first appeal and second appeal with regard to valuation and to pay requisite court fees on the counter clai within a period of 15 days.*
- ii. It is declared that the plaintiffs are occupying the suit property pursuant to lease deed created on 29.07.1932 (Ex. P/1) by Gwalior Municipality of the then Gwalior State;*
- iii. the defendant Corporation is restraint from interfering with plaintiffs possession over the suit property upto expiry of 99 years of lease period. However, the defendant Corporation is at liberty to take steps including action of termination of lease in accordance with lease even before expiry of aforesaid lease period.*
- iv. the counter claim filed by defendant Corporation is dismissed.*
- v. in the peculiar facts of the case, the parties shall bear their respective expenses."*

2. The High Court has made itself clear that it shall be open for the Corporation to take steps, including action of termination of lease in accordance with lease agreement even before the expiry of the lease period.

3. In view of the aforesaid, it is now for the Corporation to proceed further in accordance with law.

4. With the aforesaid, the Special Leave Petition stands disposed of.

5. Pending application(s), if any, shall also stand disposed of.

(HARPREET KAUR)
COURT MASTER (SH)

(POOJA SHARMA)
COURT MASTER (NSH)