

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

[1] Writ Petition NO. 2690 OF 2010

Sameplace Hospitality (P) Ltd.	...Petitioner
<i>Versus</i>	
State Of Maharashtra And Ors.	...Respondents

WITH

[2] Writ Petition NO. 2765 OF 2010

Sameplace Hospitality (P) Ltd.	...Petitioner
<i>Versus</i>	
State Of Maharashtra And Ors.	...Respondent(s)

WITH

[3] Writ Petition NO. 2766 OF 2010

Sameplace Hospitality (p) Ltd.	...Petitioner
<i>Versus</i>	
State Of Maharashtra And Ors.	...Respondents

WITH

[4] Writ Petition NO. 2767 OF 2010

Sameplace Hospitality (P) Ltd.	...Petitioners
<i>Versus</i>	
State Of Maharashtra And Ors.	...Respondents

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Mr. Sanjay D. Thokade, Advocate for the Petitioners in all WPs.

Mr. R.S. Pawar, AGP, for the State in all WPs.

Mr. G.S. Hegde a/w. C.M. Lokesh, Advocate for Respondent Nos.1 and 2 in WP/2765/2010 & WP/2767/2010 and for Respondent Nos.2 & 3 in WP/2690/2010 & WP/2766/2010.

Mr. Joel Carlos, Advocate for Respondent No.4 in WP/2765/2010.

Mr. Saket Mone a/w. Vishesh Kalra i/b. Vidhi Partner, for Respondent No.4 in WP/2690/2010.

Ms. Smita Gaidhani, Advocate for Respondent No.4 in WP/2766/2010 and WP/2767/2010.

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CORAM : R.M. BORDE &
R. G. KETKAR, JJ.

DATE : 17th JANUARY, 2018

O R D E R : [Per R. G. Ketkar,J.]

1. Heard Mr. Sanjay Thokade, learned Counsel for the Petitioners, Mr. R.S. Pawar, learned A.G.P, for the State, Mr. G.S. Hegde, learned Counsel for Respondent Nos.1 and 2 in WP/2765/2010 & WP/2767/2010 and for Respondent Nos.2 & 3 in WP/2690/2010 & WP/2766/2010, Mr. Joel Carlos, learned Counsel for Respondent No.4 in WP/2765/2010, Mr. Saket Mone, learned Counsel for Respondent No.4 in WP/2690/2010 and Ms. Smita Gaidhani, learned Counsel for Respondent No.4 in WP/2766/2010 and WP/2767/2010, at length.

2. Writ Petition No.2690/2010, instituted under Article 226 of the Constitution of India, prays for quashing of the letter dated

8/15.1.2010 issued by the Assistant Social Services Officer of City and Industrial Development Corporation Limited (for short,'CIDCO') and seeks further direction to the respondent Authorities to declare the petitioner as eligible bidder entitled to allotment of Plot No.7 situate in Sector No.12, admeasuring 701 sq. mtrs. situate at Nerul, Navi Mumbai (for short, 'subject plot'). The petitioner further seeks direction to the respondent Authorities to issue allotment letter in the name of the petitioner allotting said property.

3. Writ Petition No.2765/2010, instituted under Article 226 of the Constitution of India, prays for quashing of the letter dated 8/15.1.2010 issued by the Assistant Social Services Officer of CIDCO and seeks further direction to the respondent Authorities to declare the petitioner as eligible bidder entitled to allotment of Plot No.6 situate in Sector No.7-E, admeasuring 1000 sq. mtrs. situate at Kalamboli, Navi Mumbai. The petitioner further seeks direction to the respondent Authorities to issue allotment letter in the name of the petitioner allotting said property.

4. Writ Petition No.2766/2010, instituted under Article 226 of the Constitution of India, prays for quashing of the letter dated 8/15.1.2010 issued by the Assistant Social Services Officer of CIDCO and seeks further direction to the respondent Authorities to declare the

petitioner as eligible bidder entitled to allotment of Plot No.72-F situate in Sector No.11, admeasuring 1300 sq. mtrs. situate at Kharghar, Navi Mumbai. The petitioner further seeks direction to the respondent Authorities to issue allotment letter in the name of the petitioner allotting said property.

5. Writ Petition No.2767/2010, instituted under Article 226 of the Constitution of India, prays for quashing of the letter dated 8/15.1.2010 issued by the Assistant Social Services Officer of CIDCO and seeks further direction to the respondent Authorities to declare the petitioner as eligible bidder entitled to allotment of Plot No.58 situate in Sector No.2-A, admeasuring 1100 sq. mtrs. situate at Koparkhairane, Navi Mumbai. The petitioner further seeks direction to the respondent Authorities to issue allotment letter in the name of the petitioner allotting said property.

6. Since the common questions of law and facts arise in these Petitions, the same can be conveniently disposed of by this common order. At the request of the learned Counsel appearing for the parties, the facts obtaining in W.P. 2690/2010 are taken into consideration for the sake of brevity. The facts and circumstances giving rise to filing of this Petition, briefly stated, are as under.

7. On or about 29.7.20009, CIDCO invited the sealed offers to

acquire on lease of Student Hostel Plots at Airoli, Koparkhairane, Nerul, Khargar and Kalamboli on 'as is where is' basis in Navi Mumbai as more particularly described in Annexure-II to Scheme No.CSSO/SH/01/2009-10. Paragraph-6 of the Scheme laid down the eligibility for acquiring the plots, which reads thus:

“6. Who is eligible to offer to acquire plot

(i) A person competent to contract under the Indian Contract Act, (ii) a Company incorporated under the Indian Companies Act, 1956 or consortium of Companies, (iii) a Partnership Firm registered under the Indian Partnership Act, 1932, (iv) a Public Trust registered under the Bombay Public Trust Act, 1950 and/or registered under the Societies Registration Act, 1860, (v) a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 having experience of running Hostel are entitled to submit offer to these plots.”

8. Clause-8 of the Scheme dealt with “how to make offer”. It laid down that the offerer shall make an offer to acquire the plot in a prescribed form annexed thereto as Annexure-III. Clause-9 dealt with evaluation of offers. The offers were to be evaluated considering (i) the financial bid as offered by the party and (ii) experience in running hostel. Clause-12 thereof required the offerer to enclose with the offer documents enumerated in sub-clauses (a) to (e). Clause-12(a) required the offerer to enclose a Project Report in the form annexed thereto as

Annexure-I. Clause-18 dealt with “risk factors”. It *inter alia* laid down that the offers without proper documents will be liable to be rejected; and the offers without having experience of running Hostel will be liable to be rejected.

9. Clause-4 of Annexure-I required the offerer to disclose the details of Hostels presently being run by the offerer. Clause-7 thereof required the offerer to disclose present assets, including reserved funds of the offerer. The offerer was required to enclose audited statement of accounts of last three years. Clause-9 thereof required the offerer to disclose annual expenditure incurred – Recurring/Non recurring on Hostel activities. Instruction (g) in Annexure-III laid down that subsequent submission of documents will not be allowed.

10. On 21.8.2009, the bids were opened. In respect of Plot No.7, Sector-12 admeasuring 701 sq. mtrs situate at Nerul, Navi Mumbai, the petitioner has offered rate of Rs.39,369/- per square meters. The petitioner was the highest bidder (H-1). As against this, respondent No.4. Subhash Runwal Education Foundation had offered rate of Rs.18,000/- per square meters and its offer was H-5.

11. By the impugned communication dated 8/15.1.2010 of the Assistant Social Services Officer of CIDCO the petitioner was informed that on scrutiny of application-cum-bid the petitioner was not found

eligible in terms of having experience in running hostel/not eligible highest bidder for allotment of plot and hence the plot has been allotted to the eligible highest bidder. The petitioner has instituted the aforesaid Petition challenging said communication as also for allotment of said plot in its favour.

12. On behalf of CIDCO, Ms. Reema Rajan Dikshit, Chief Social Service Officer has made affidavit on 16.4.2010 in W.P. No.2765/2010. It is contended that the Petition raises several disputed questions of facts and on this ground the petition is liable to be dismissed. In paragraph-7, it is asserted that the main criteria for evaluating the offers were that the offerer should have experience of running the hostel and the financial capacity. In response to the invitation dated 29.7.2009, CIDCO received as many as 40 tenders. The bids were evaluated by the Evaluation Committee consisting of (1) Joint Managing Director – as the Chairman, (2) the Chief Accounts Officer and Senior Accounts Officer, (3) Senior Economist and Chief Social Service Officer and (4) The Convener, as members of the Committee. The bids were evaluated keeping in mind clause-9 of the terms and conditions of the Scheme.

13. In paragraph-11 it is asserted that the tenderers did not submit any evidence to show their experience and running / managing hostels, financial soundness etc. and therefore it was decided by Joint

Managing Director to depute person for verifying the authenticity in respect of four bidders by discreet visit. Reliance is placed upon the minutes of the meeting dated 25.9.2009. In paragraph-4 of the minutes of the said meeting it was noted that "It is also observed that few firms who have quoted highest bid doesn't have required experience of running hostels and in many cases the required documents are not furnished." In paragraph-5 the petitioner's case was referred. It was noted that the petitioner had quoted highest rate in four locations. However, the petitioner has not furnished required documents to assess their genuineness. It does not have fixed assets and no details about the financial availability was submitted. In absence of such documentary proof, if plot is allotted it is not known whether such company can pay the huge amount quoted by them and provide the facility to the students at reasonable rate and in such case the objective of advertising such plots and make available such facility at concessional rate would fail. The committee also directed to visit the hostels run by the petitioner, amongst others.

14. In paragraph-14 of the affidavit, it is asserted that at the time of submission of the bid the petitioner had not submitted audited balance sheet and subsequently submitted audited reports for three years on 13.10.2009. On going through the audited reports it was found

that the the petitioner hardly conducted any business for the period from March, 2006 to March, 2009 and in the audit report it was observed that it has no operation / activity in the company. It was, therefore, felt that the petitioner has no sufficient financial strength.

15. On behalf of respondent No.4 Mahesh Gursale, Legal Executive has made affidavit dated 9.12.2011 opposing the Petition. Respondent No.4 has asserted that it contributes to society and to social development and is sustaining many educational and community welfare projects like a collage at Dhule and a High School serving about 2000 children at Jalgaon. Respondent No.4 has given donation to hospitals and has constructed a hostel for girls called "R-Girls" in Thane which accommodates nearly 80 girls. Respondent No.4 has also helped in operating and running a Pathological Laboratory at Ghatkopar. Respondent No.4 intends to build more hostels to provide more accommodation to students within the city and/or migrating to the city in search of jobs/studies. Respondent No.4 has asserted that the petitioner has not submitted documents as required by clause-7 of the Annexure-I, namely, present assets, including reserved funds and audited statement of accounts of last three years. These documents are mandatorily required to be submitted. It is further contended that instruction (g) contained in Annexure-III stipulated that subsequent

submission of documents will not be allowed. In other words whatever documents are required to be submitted by the offerer have to be submitted along with the bid. After submitting the bid, subsequent submission of documents was impermissible. Respondent No.4 has asserted that the petitioner addressed letter dated 11.9.2009 at Exhibit-B, page-14 of the Writ Petition admitting that the petitioner did not submit audited balance sheets and requested time to submit the audited balance sheets within thirty days. Respondent No.4 relied upon clause-18 of the Scheme dealing with “risk factors”. It clearly stipulated that the offers without proper documents will be liable to be rejected.

16. Respondent No.4 has further asserted that it has incurred heavy expenditure to the extent of Rs.2 Crores on the subject plot. It is further contended that on 8.4.2010, the Petition was dismissed in default. The Petition was restored on 5.5.2010. Respondent No.4 was not made party and was subsequently impleaded as party by order dated 1.10.2010. It is further asserted that the petitioner was never vigilant and interested enough to pursue the Petition. Respondent No.4 commenced construction on the said plot. In furtherance of letter of allotment, respondent No.2 CIDCO executed an agreement to lease on 18.7.2011 with respondent No.4 which was duly registered with the office of Sub-Registrar, Navi Mumbai. Respondent No.4 submitted

plans to Navi Mumbai Municipal Corporation (for short, 'Corporation') for developing the subject plot. The Corporation issued the commencement certificate on 16.9.2011. Respondent No.4 commenced the construction. Respondent No.4 made payments of Rs.1,26,19,080/- to the second respondent towards full premium under the Agreement for Lease. It also incurred expenditure of Rs.6,31,000/- towards stamp duty and Rs.30,000/- towards registration fees. Respondent No.4 had paid a sum of Rs.41,553/- towards miscellaneous charges for allotment of plot. Respondent No.4 has incurred expenditure of Rs.2,39,050/- towards security deposit and service charges for power supply connection and expenditure of Rs.91,879/- towards water connection on the said plot. Respondent No.4 has incurred expenditure of Rs.1,11,320/- towards the property tax. Respondent No.4, therefore, prayed for dismissal of the Petition.

17. The petitioner has filed affidavit-in-rejoinder dated 6.1.2012 in response to affidavit-in-reply filed by Ms.Reema Rajan Dixit, Chief Social Service Officer of CIDCO in W.P. No.2765/2010 and affidavit-in-reply filed by Mr. Mahesh Gursale on behalf of respondent No.4 in Writ Petition No.2690/2010. It is asserted that along with the bid form, no documents were required to be submitted about the experience but only information about experience was required to be supplied/furnished as

mentioned in the table of Annexure-I of the bid document. Accordingly the petitioner has supplied/furnished the information about the experience of running hostels. Names of private hostels as well as hostels of two engineering colleges i.e. (1) Siddhant Engineering College, Pune and (2) Orchid College of Engineering and Technology, Solapur were mentioned in the bid document. Two colleges are recognized engineering colleges and their detailed addresses are very much available on their sites.

18. It is further asserted that a farce was created about paying discreet visit at Pune only although it is stated that the officer of the CIDCO made enquiries in Pune and around various areas. However, no details such as names of the College staff, police personnel, individuals, students etc. with whom the enquiries were made was set out in the report. The decision, therefore, taken on the basis of the report is illegal and improper.

19. The Committee report dated 24.9.2009 annexed at Exhibit-2 to the affidavit-in-reply of Ms. Reema Rajan Dixit shows that the Evaluation Committee directed to visit five hostels, namely, (1) Durga Medical Foundation Private Ltd., (2) the petitioner herein, (3) Rahul Enterprises, (4) Mahatma Gandhi Mission, and (5) Late Abasaheb Uttamrao S. Sanstha, Panvel. The report dated 16.12.2009, annexed

at Exhibit-1 to the affidavit-in-reply of CIDCO, shows that only four hostels were visited and the fifth hostel, namely, Late Abasaheb Uttamrao S. Sanstha, Panvel was not visited. This clearly shows malafide and colourable exercise of powers by the Assistant Social Service Officer of CIDCO. Even the Evaluation Committee did not bother to consider the fact that although the officer was directed to visit five hostels, the report was submitted in respect of alleged four hostel visits. The Evaluation Committee did not consider about not submitting any report in respect of the fifth hostel. Even the report does not disclose the names of two eligible bidders who were shortlisted and reasons for their shortlisting.

20. It was further asserted that as the Auditor of the petitioner was not available at the time of submission of tender forms, request was made to permit the petitioner to submit audited balance sheets within thirty days. Respondent No.2 permitted the petitioner to submit audited balance sheets subsequently. Accordingly the petitioner submitted the same within the time requested, namely, within 30 days. It is also contended that in the impugned letter dated 8/15.1.2010, respondent No.2 did not mention the reason that after going through the audited statement of accounts of the petitioner, the petitioner company is inactive and not functioning. In fact out of three years audited balance

sheets, the balance sheet of the year 2008-09 clearly shows that the petitioner received nearly Rs.40,000/- each year towards hostel management fees which clearly indicates that the petitioner is managing the hostels as mentioned in the bid submitted by them. The petitioner also sought information about filing audited balance sheets by one of the bidders i.e. Durga Medical Foundation Private Ltd.. Respondent No.2, however, did not supply the same on the ground that no audited balance sheets of Durga Medical Foundation Private Ltd. were not available with them.

21. It is further contended that the financial capacity of the bidders can be judged from the fact that the petitioner deposited EMD and if it had no capacity to pay the balance amount as per schedule, the EMD was liable to be forfeited and the plot could be allotted to others if the petitioner was unable to pay the balance consideration. Even the impugned letter does not disclose the ground of financial incapacity of the petitioner as alleged in the affidavit-in-reply of CIDCO, but, it vaguely states that the petitioner is not eligible in terms of having experience in running hostel.

22. It is further contended that the farce of discreet visit is evident from the fact that the officer of CIDCO who visited the hostels has contacted the affiant over mobile phone for providing complete

address of the student hostel run by the petitioner. If it was really discreet visit, by calling the affiant to furnish the complete address shows otherwise. The affiant called upon the officer to give a letter in writing that the addresses furnished by the petitioner are incomplete and that he should furnish the complete addresses. Upon giving such a letter, the affiant agreed to furnish same in writing. He denied to have informed the caller that he will furnish the detailed addresses within 10-15 minutes as alleged in the report.

23. It is further contended that the first meeting of evaluation committee was convened on 24.9.2009 where it was decided to find out the genuineness of the facts as regards the experience of running hostels by the bidders as mentioned in the application form. However, the report dated 16.12.2009 submitted by the officer of CIDCO shows that the discreet visit was paid at Pune on 22.9.2009 which shows that the alleged visit to Pune was two days prior to taking decision by the Evaluation Committee to find out the facts. Thus the intention of respondent No.2 was very much clear to sideline the petitioner though the petitioner was the highest bidder. Due to illegal and improper as also collusive conduct of CIDCO and its officers, CIDCO has suffered a loss of more than Rs.8,22,77,712/-. The petitioner has also dealt with allotment of plots to the private respondents.

24. The Petitions were heard from time to time in this Court. On 8.4.2010, none appeared for the petitioners when the matter was called out. The petition was, therefore, dismissed for non-prosecution. Civil Applications were taken out for restoration of the Petitions. By order dated 5.5.2010, the Petitions were restored and were listed for final disposal on 11.6.2010 and till then status quo as of date with regard to the suit property was ordered to be maintained by the parties. Besides, all steps taken by the respondents in respect of the suit property was made subject to outcome of the Petitions. By order dated 11.6.2010, on the oral request made by the petitioner, leave to implead respondent No.4 herein in W.P. No.2690/2010 was granted. Notice was ordered to be issued to added respondent returnable on 5.7.2010.

25. On 4.8.2010, again none-appeared for the petitioners and the petitions were dismissed for want of prosecution. Civil Applications were taken out for restoration. By order dated 25.11.2011, Civil Applications were allowed and the Petitions were restored. The statement on behalf of the CIDCO that the respondents have made allotment to 4th respondent who had started construction after the matters were dismissed was recorded and its effect was ordered to be considered at the time of final hearing of the matters. By order dated 6.1.2012, the order of status quo was ordered to continue. By order

dated 1.2.2012, interim order of status quo, if any, was ordered to continue till 22.2.2012. By subsequent orders dated 2.3.2012 and 14.3.2012, interim order granted earlier was ordered to continue. By order dated 26.3.2012, this Court vacated the order of status quo in respect of 4th respondent and made clear that any construction undertaken by 4th respondent pursuant to the agreement, would be subject to result of the Writ Petitions.

26. In support of these Petitions, Mr.Thokade strenuously contended that the petitioner was the highest bidder. The petitioner has supplied all the necessary documents as also the time for furnishing the audited balance sheets was extended by CIDCO. In short, he submitted that the petitioner was eligible for allotment of all the plots being the highest bidder. However, the officers of CIDCO have malafide and illegally issued impugned letters to the effect that the petitioner was ineligible. Mr. Thokade has taken us through the material on record to substantiate that the petitioner has experience in running hostels.

27. On the other hand, the learned Counsel for the respondents submitted that the petitioner did not fulfill the requisite mandatory conditions. The petitioner does not have experience of running a hostel. They have taken us through the bid submitted by the petitioner to

contend that deliberately no addresses of the hostels allegedly run by the petitioner were mentioned in the bid document. Even the petitioner on its own showing did not submit the audited balance sheets along with the bid document. They further submitted that after the Petitions were dismissed in default, the CIDCO had executed lease deed in their favour. In pursuance thereof, commencement certificate was obtained from the Corporation and the buildings have been completed. The petitioner, however, did not challenge (1) the allotment letters issued by CIDCO in favour of the private respondents, (2) lease deeds executed by CIDCO in favour of the private respondents, and (3) the commencement certificate and the occupation certificates. In the absence of these challenges, the petitioner is not entitled to any relief.

28. We have considered the rival submissions advanced by learned Counsel appearing for the parties. We have also perused the material on record as also the original record furnished by CIDCO. As noted earlier, CIDCO had invited the sealed offers to acquire on lease of Student Hostel Plots at Airoli, Koparkhairane, Nerul, Khargar and Kalamboli on 'as is where is' basis in Navi Mumbai as more particularly described in Annexure-II to the bid document. We have already extracted Clause-6 of the tender document, which mandatorily requires the entities to have the experience of running hostels. Clause-9 thereof

deals with evaluation of offers. The offers will be evaluated considering (1) the financial bid as offered by the party and (2) experience in running hostel. Clause-12 dealt with documents to be enclosed. Sub-clause (a) thereof required the offerer to enclose documents along with a project report in the form annexed at Annexure-I. Clause-18 deals with the risk factors and it laid down that the offers without proper documents will be liable to be rejected, and the offers without having experience of running Hostel will be liable to be rejected. Clauses-4, 7 and 9 of Annexure-I read thus:

“4. Details of Hostels presently being run by the offerer, in the following form:

Sr. No.	Name & address of Hostel	Date of establishment	Type of Hostel	Area & other details of hostel building	Whether hostel building is owned or otherwise	Total number of students accommodated	Details of services being provided	No. & staff employed	Others

7. Present Assets, including reserved funds (enclose audited statement of Accounts of last 3 years).
9. Annual expenditure incurred – Recurring/Non recurring on Hostel activities.”

29. A perusal of the material on record indicates that the petitioner has furnished information as regards experience of running hostels as per clause-4 of Annexure-I, in the following terms :

Name & address of Hostel	Date of establishment	Type of Hostel	Area & other details of hostel building	Whether hostel building is owned or otherwise	Total number of students accommodated	Details of services being provided	No. of staff employed	Others
Isha Pune	-	Gents		Lease Maintenance	20	Accommodation	By the owners	-
Suvarnrekha, Suvarnrekha Chowk, Pune	-	Gents		Lease Maintenance	35	Accommodation + meals	By the owners	-
Sidhant College of Engineering, Pune	-	-		Lease Maintenance	100+	Accommodation + Meals	By the Trust	-
Orchid College of Engineering, Solapur	-	-		Lease Maintenance	100+	Accommodation + Meals	By the Trust	

30. A perusal of the above extracted portion clearly reveals that the petitioner did not furnish detailed addresses of the hostels. As far as Suvarnerekha is concerned, it is not even a hostel but is a dinning hall. As far as Isha, Pune as also Sidhant College of Engineering, Pune and Orchid College of Engineering, Solapur are concerned, no detail addresses were furnished so as to enable the CIDCO to find out the genuineness of the claim made by the petitioner. Apart from this, it is not in dispute that the petitioner did not submit audited balance sheets along with the bid document. In fact, instruction (g) of Annexure-III clearly laid down that subsequent submission of documents was not allowed. Even otherwise, a perusal of the audited balance sheets of the petitioner, and in particular, column of income shows that for the year ended on 31.3.2008 the petitioner's income from car rentals was

Rs.4,50,344/- and Rs.40,000/- from hostel management fees. In the affidavit filed on behalf of CIDCO it was contended that it was found that the petitioner hardly conducted any business for the period from March, 2006 to March, 2009 and in the audit report it was observed that it has no operation / activity in the company. The CIDCO, therefore, felt that the petitioner does not have sufficient financial strength. It was further contended that the addresses given by the petitioner were non-existent. In paragraph-4 of the minutes of the meeting dated 25.9.2009 it was observed that few firms who have quoted highest bid do not have required experience of running hostels and in many cases the required documents are not furnished. In paragraph-5 after referring to the petitioner's case, it was noted that though the petitioner had quoted highest rate in respect of four locations, the petitioner did not furnish the required documents to assess their genuineness. The petitioner does not have fixed assets and no details about the financial availability was submitted. In absence of such documentary proof, if the plot is allotted it is not known whether such company can pay the huge amount quoted by them and provide the facility to the students at reasonable rate and in such case the objective of advertising such plots and make available such facility at concessional rate would fail. In our opinion, the Authorities of CIDCO

were, therefore, justified in holding that the petitioner was not eligible in terms of having experience in running hostels.

31. That apart, the petitioner has not challenged the letters of allotment as also lease deeds executed by CIDCO in favour of private respondents. Insofar as Writ Petition No.2690/2010 and Writ Petition No.2765/2010 are concerned, after obtaining the commencement certificate, the private respondents have completed the construction and the occupation certificates are issued in respect of these buildings. It is stated by the learned Counsel appearing for the private respondents that they are running the hostels for last three years.

32. In the light of aforesaid, we do not find any merit in these petitions. The Petitions fail and the same are dismissed.

(R. G. KETKAR, J.)

(R.M. BORDE, J.)