

M/s. M.Baria Developers	...	Petitioner
Versus		
State of Maharashtra and Ors.	...	Respondents

CORAM : AKIL KURESHI &
S.J. KATHAWALLA, JJ.
DATE : 8TH AUGUST, 2019

1. By the above Writ Petition, the Petitioner has impugned the Notice dated 10th August, 2018 issued by Respondent No. 1 – Tahasildar Vasai directing the Petitioner to deposit an amount of Rs.11 Lakhs.
2. The Respondent No.2 is the original Applicant before the Maharashtra Real Estate Regulatory Authority (the said Authority). The dispute before the said Authority was between Respondent No.2 and other Respondents and the Petitioner was no way concerned with the same. The Consent Terms were executed by and between Respondent No.2 and the remaining Respondents before the said Authority. The Petitioner was admittedly neither a party to the Consent Terms nor signatory to the same. The Complaint filed by Respondent No. 2 was disposed off in terms of the

Consent Terms. The consenting Respondents did not adhere to the terms as agreed under the Consent Terms and therefore notices were issued by the said Authority to the said Respondents. Since none of the Respondents appeared before the said Authority, an Order dated 5th June, 2018 was passed by the said Authority to recover the amount agreed to be paid by the Respondents to Respondent No.2. The said Authority also issued warrant on 8th June, 2018 for recovery of the amount stated in the Consent Terms. Respondent No. 1 thereafter through the Tahasildar issued the impugned notice dated 10th August, 2018, which is subject matter of challenge in the above Writ Petition.

3. Since the said Authority is not joined as party Respondent to the above Writ Petition, we requested the Advocate appearing for the said Authority to remain present. Today, he has informed the Court that the impugned notice and the warrant ought not to have been issued to the Petitioner, who admittedly was not a party to the Consent Terms. In view of this submission and also in view of the fact that the Petitioner was in no way concerned with the Consent Terms and ought not to have been made liable for non implementation of the Consent Terms, the impugned Notice dated 10th August, 2018 as well as Warrant of recovery have been set aside. The above Writ Petition is accordingly disposed off.

(S.J.KATHAWALLA, J.)

(AKIL KURESHI, J.)