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

WRIT PETITION NO.5786 OF 2021

1. Hoshang s/o Boman Nanabhoy Dordi,
Age 80 years, Occu. Business,
R/o Junabazar, Aurangabad,
District Aurangabad ..PETITIONER

VERSUS

1. The State of Maharashtra,
Through : Urban Development
Department, Mantralaya,
Mumbai – 32
2. The Aurangabad Municipal Corporation,
Aurangabad, Dist. Aurangabad ..RESPONDENTS

Mr. A.S. Bajaj, Advocate for petitioner;
Smt. Vaishali N. Jadhav-Patil, A.G.P. for respondent no.1;
Mr. A.P. Bhandari, Advocate for respondent no.2

**CORAM : RAVINDRA V. GHUGE
AND
S.G. MEHARE, JJ.**

(Date of reserving the judgment : 05.10.2021
Date of pronouncing the judgment :.29.10.2021)

JUDGMENT (Per S.G. Mehare, J.)

1. Rule. Rule made returnable forthwith and heard finally by the consent of the parties.
2. The petitioner has preferred this petition for directing respondent no.2, the Municipal Corporation, to issue the Reservation Credit Certificate (RCC for short) instead of Transferable Development Right (TDR for short).

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3. The brief facts of the case are that the father of the petitioner was the owner of survey no.9. Respondent no.2 was requiring it for Municipal Hall. Hence, he surrendered survey no. 9 to respondent no.2 in exchange for the land bearing CTS no. 3742 measuring 5766 sq. yard (plot in dispute for short) situated at Quile-ark, Aurangabad. His father possessed it from 1959. In 1971 respondent no.2 had issued a certificate of ownership of the plot in dispute. The permission was granted to construct the plot in dispute and renewed also. A part of the plot in dispute was acquired by respondent no.2 for road widening. His father had received its compensation. They are paying the various taxes to respondent no. 2. All these facts unequivocally confirm the title of the petitioner over the plot in dispute. After his father, the petitioner became the exclusive owner of the plot in dispute.

4. In 1985, respondent no.2 had served a notice to the petitioner to remove encroachment on the plot in dispute. He had challenged it in a Civil Suit. That suit was dismissed. However, the learned District Judge allowed the appeal and held that the petitioner was not the encroacher. Respondent no.2 had impugned the Judgment and decree of the District Court in writ petition no. 1096/ 1986 before the High Court. By order dated 2.12.1986. the writ petition was dismissed.

5. Out of the plot in dispute, an area measuring 2764.99 sq. meters was reserved for a garden in the Development Plan prepared by respondent no.2. He surrendered the said piece of land to respondent no.2

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vide possession receipt dated 6.12.2012. Accordingly, he applied for TDR on March 23, 2011, to respondent no. 2. Respondent no.2 had invited the objections on his TDR claim. No objections were received. Hence he submitted a registered relinquishment deed dated 14.09.2012. He made various applications to respondent no.2 to issue him TDR certificate but in vain. The petitioner has pleaded explicitly that for the last 11 years, respondent no.2 has not issued the TDR certificate. Hence he is now entitled to get Reservation Credit Certificate (RCC for short). Accordingly, he has given an application to respondent no. 2 on 18.12.2020

6. The contesting respondent no.2, in its affidavit in reply, submits that there were various litigations about the plot in dispute. When the proclamation was issued in Aurangabad Division Gazette by the Land Acquisition Officer, it revealed that one Anwarmullah was the owner of the survey no.9. Therefore, there was no question of exchange of the plots. The suit for specific performance of the contract and return of survey no. 9 filed by the father of the petitioner was dismissed. The issue of his title over survey no. 9 was set at rest by judicial adjudication. It has no dispute about another suit filed by the petitioner bearing M.C.A. no. 124/ 1985 in District Court and dismissal of Writ Petition No. 1096/1986.

7. It has also brought the facts in light that one Princess Femina had filed a Regular Civil Suit no. 1253/ 2013 against the petitioner claiming the ownership over the plot in dispute. In that suit, the petitioner has furnished an undertaking that he will not claim TDR until the suit is decided. The said

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suit was dismissed on 07.03.2019. Therefore, the TDR claim could not be decided. Thereafter, also respondent no. 2 received various objections for not granting TDR to the petitioner. The execution of the relinquishment deed by the petitioner is also not disputed. Since the petitioner has no title over the disputed plot, he is not entitled to claim TDR. The portion of the land from the plot in dispute is already parted with respondent no.2 by way of the relinquishment deed against TDR. Hence he cannot claim Reservation Credit Certificate. It is thus prayed to dismiss the petition.

8. After the affidavit in reply was filed by respondent no.2, the petitioner, in his rejoinder, has explained how respondent no.2 took a turn from its admissions of the title of petitioner over the plot in dispute. He has referred to the paragraph nos. 10,11,18,19, and 24 of the reply filed by respondent no. 2 in Regular Civil Suit no. 1253/2012, filed by princess Femina. He referred to the paragraphs mentioned above and replied that respondent no. 2 had admitted the title of petitioner over the plot in dispute. Therefore, respondent no. 2 be estopped from denying his title. The petitioner has possessed the plot in dispute since 15.09.1959. He also submitted that respondent no.2 is further estopped from attempting to impress upon and try to create a cloud on the Judgment and order passed in Writ Petition no. 1096 of 1986. The said Judgment held the lawful possession of the petitioner. He is the owner in possession of the plot in dispute.

9. In the rejoinder affidavit, for the first time, it is submitted that in the year 2012, respondent no.2 had represented that it has no money i.e. to

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pay compensation in terms of money. Hence, respondent no.2 had asked the petitioner to claim TDR. It is also explained in the rejoinder that in December 2020, Unified Development Control and Promotion Rules (hereinafter referred to as UDCPR Rules) are brought into force, and, Reservation Credit Certificate is also an option for claiming compensation for the land to be acquired covered under reservation for the purpose of development of the amenities, etc. Hence he has rightly claimed the RCC.

10. The learned counsel Shri Bajaj has argued that respondent no.2 has never denied the ownership of the petitioner over the plot in dispute. By way of affidavit in reply, now respondent no.2 cannot deviate from the stands taken in earlier suits pertaining to the plot in dispute. Respondent no.2 is estopped from denying the title of the petitioner. Every cloud over the title over plot in dispute has been cleared long back. It is respondent no.2 which, had offered the TDR instead of monetary compensation due to financial constraints. The petitioner sincerely considered the offer and proceeded further. He executed a registered surrender deed in favour of respondent no.2. The suit filed by Princes Femina also has been dismissed by the court. Now, respondent no.2 has no impediment to grant RCC as prayed. The objections allegedly received by it have no legal force. In the light of the facts and circumstances of the petition, the petition deserves to be allowed.

11. Per contra, the learned counsel for respondent no. 2 Shri Bhandari has vehemently argued that the prayer clause does not match the

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pleading. Hence on this sole ground petition deserves to be dismissed. He further argued that the father of the petitioner had no title over survey no. 9 against the plot in dispute was to be given. Therefore, the document of exchange was not created. The judicial pronouncement on the title of his father has gone against his father. Even then, an illegal lease deed was executed by his father in his and his family's favour. Mere granting permission to construct the build does not confer the title. The alleged document of title filed by petitioner, is not the document of title. The petition is devoid of merit. Hence it may be dismissed.

12. After hearing the learned counsels for both sides extensively, we find that the entire case revolves around the legal maxim, *Nemo dat quod non habet*. This rule implies that the buyer's title cannot be better than the seller's title.

13. The chequered history of the title of the plot in dispute may take us to the root of the dispute. Hence we prefer to discuss it. The petitioner claimed ownership over the plot in question on the basis of exchange of his land survey no. 9. The Municipal Council had proposed to acquire land survey no. 9 for the open-air theater. Before the notification of land acquisition, negotiation between the father of the petitioner and respondent no.2 was going on. Respondent no. 2 passed a resolution no.70 on November 3, 1958, by which it was decided to allot the plot in dispute to his father. The petitioner's father quickly agreed to the exchange. Respondent no. 2 sent a letter to the Special Land Acquisition Officer requesting to

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pass an award as per the exchange agreement. The petitioner's father handed over the possession of survey no. 9 to respondent no.2 on 31st July 1959, and respondent no.2 handed over the possession of the plot in dispute to the petitioner's father on August 20, 1959. Since then, the petitioner's father was in possession of the plot in dispute. In the proclamation issued by the Government for acquisition, it was transpired that one Anwarullah was the owner of survey no. 9.

14. The petitioner's father had filed a suit for specific performance of the contract against respondent no. 2 bearing Spl.C.S. No. 7 / 1963. The petitioner's father had brought the case that since the possession of the disputed plot was delivered to him in exchange for survey no. 9, respondent no. 2, be directed to execute the sale deed of the plot in dispute in his favour. In the alternative, he had claimed to restore him the possession of survey no. 9. The learned Civil Judge Senior Division, dismissed the suit for specific performance of the contract and held that the petitioner's father's title over Survey no. 9 is defective. It was also observed in the said suit that the Hon'ble District Judge Aurangabad in Civil Appeal no. 116 of 1961 held that one Karimulla was the owner of survey no.9. A lady, namely Aminabegum, a legal heir of karimullah, filed the suit against the petitioner's father. The Judgment and decree of the Civil Court were challenged by the petitioner's father before the High Court vide Appeal No. 36 of 1968 from Original Decree. The Bombay High court considered the entire aspect and confirmed the Judgment of the learned Civil Judge.

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15. The record further reveals that though the suit for specific performance of the contract was dismissed, he remained in possession of the plot in dispute measuring 5766 sq. yard. A copy of the registered lease deed of the plot in dispute dated October 2, 1979, executed by M/s Boman Nanabhoy and company, a partnership firm to which the petitioner and his father were also the partners, in favour of the mother, wife, and minor child of the petitioner, is also placed on record by respondent no.2. It reveals that the total area of the plot in dispute was 58,000 sq. ft., and out of it, 7696 sq. ft was acquired by respondent no. 2 in 1976. The land measuring 50,304 has remained untouched.

16. Respondent no. 2 had served a notice on the petitioner and his family under Section 81-B (1) (b) of the Maharashtra Municipalities Act. It opened one more litigation against respondent no.2. Said notice was impugned in Misc. Civil Appeal no. 124/1985 before the learned District Judge Aurangabad. Once again, the petitioner placed the same story claiming the ownership over survey no. 9 and its exchange with the plot in dispute—the fact of dismissing Spl. C.S. no. 7/1963 was also pleaded in that suit. In addition to it, he had a defense that respondent no. 2 did not file a lawsuit for recovery of possession. Respondent no. 2 treated his father as the owner of the plot in dispute. His father's name was also recorded in the city survey record. Respondent no.2 had acquired some portion of the plot in dispute for road widening by respondent no.2. and paid the compensation to his father. Respondent no. 2 also issued the ownership certificate of the plot in dispute on 10.01.1971. It also reveals that

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respondent no. 2 had permitted the petitioner's father to construct the house on the plot in dispute on 28.09.1973. Respondent no. 2 also renewed the said permission on 11.03.1980.

17. On the facts pleaded in the said suit, the learned district judge observed in paragraph no. 17 as under:

"17. The question that arises is what is the implication of the conduct of Municipality as disclosed from the above document mentioned above. It is not disputed that from 1959 onward, Boman was in possession of the suit land till 1983, and after his death, appellants are in possession. They have been treating this property as belonging to them. Boman's name was recorded in the city survey record as owner. Municipal Council never filed any suit for recovery of possession of the suit land on the ground that the contract of exchange of land becomes void on account of the acquisition of the land belonging to Boman and defect in the title. The settlement took place by mutual consent, and the Municipal Council passed resolution in 1958 agreeing to give land in exchange to Boman. Not only that, the Municipality got possession of Boman's land from s. No. 9, and put Boman in possession of the land situated near Kile-arak which was subsequently recorded as CTS. 3742. The above evidence discloses that Boman and his successor have been openly without interruption are holding and enjoying their property as owners since 1959. They have perfected the title by adverse possession. It must be said that the Municipal Council has no subsisting title to the suit land. The doctrine of estoppel also operates against the Municipal Council or Corporation in view of its own conduct recognizing Boman and his successors as owners of the property. Merely because the plaintiff failed in

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his suit for specific performance would not make any difference."

18. On the basis of the above findings and reasons, the learned District Judge passed the following operative order:-

ORDER

The appeal is allowed. The order dated July 26, 1985, passed by the administrator Municipal Corporation directing the appellants to give possession of the land to the Municipal Corporation within one month from the date of the service of the order is set aside. The Eviction proceeding under S. 81-B of the Act is quashed. The respondent shall pay cost of the appeal to the appellant and bear its own.

19. In view of the facts of the case, it may be profitable to discuss the provisions on exchange. The term "Exchange" is defined in section 118 of the Transfer of Property Act 1882 as follows:

'When two persons mutually transfer the ownership of one thing for the ownership of another, neither thing or both things being money only, the transaction is called an "exchange".

A transfer of property in completion of an exchange can be made only in a manner provided for the transfer of such property by sale.

20. The exchange means a transfer of one thing for the other thing in return. So, naturally, it should be a transfer for an equivalent. The exchange completes only on execution of a registered document and in exchange of possession in case of immovable property.

21. The right of party deprived of the thing received in exchange has been provided in section 119 of T. P. Act. It is provided that if any party to an exchange is, by reason of any defect in the title of other party, deprived of the thing or any part of the thing received by him in exchange, then, unless a contrary intention appears from the terms of the exchange, such other party is liable to him, at the option of the person deprived, for return of the thing transferred, if still in possession of such other party or his legal representative or a transferee from him without consideration. This provision is very specific that the party deprived of the exchange may ask for its return if the possession is delivered to such other person is without consideration.

22. Section 120 provides that each party has the rights and is subject to the liabilities of a seller as of that which he gives, and has the rights and is subject to the liabilities of the buyer as of that which he takes. Under this section, the parties to an exchange have the rights and liabilities of a seller of the thing given and a buyer of the thing taken. The rules provided in section 55 of the T.P. Act apply in the case of an exchange of land.

23. From the findings recorded by the District Judge in appeal bearing no.116/1961 arising out of the suit filed by Aminabegum as legal heir, that Karimullah was the owner of the plot in dispute, safe inference can be drawn, that while negotiating the exchange of lands, the title dispute of the survey no. 9 was sub judice. The petitioner's father's claim of the title over

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the plot in dispute is finally adjudicated by the Judgment and decree passed in Spl. Civil Suit No. 7 of 1963. Neither the petitioner nor respondent no.2, pleaded at all in what capacity the petitioner's father remained in possession of the plot in dispute. On the contrary, in 1973, respondent no.2 permitted the petitioner's father to construct the building on the plot in dispute. These suspicious circumstances give scope to infer that the petitioner's father must have suppressed the dispute of title over survey no. 9 from respondent no.2, or some mess is made in collusion with respondent no.2

24. To prove the title, the petitioner relied on a document titled 'Ownership Certificate' signed by Chief Officer of respondent no. 2. It is a rule of interpretation of the law that to understand the real nature of the document and the intention of the parties, the document shall be read as a whole. We advert to the said document. It reads that "on the report of Council inspector, it is certified that the house nos. 1-27-42 and 1-27-43 Mhalla Kile ark, is of Shri Bomen Nanabhai." It is a document dated 20.01.1971. It shows the house numbers. The local Government normally gives the numbers to the houses for identification purposes and to know who is occupying that house and is liable to pay the local taxes. The owner or occupier must furnish such information while filling the assessment form for the house/ building and other taxes. On the basis of information supplied in the assessment form, the local Government refers to it only to impose the liability of paying the various taxes. The authenticated document of title of the land may be sale deed, gift deed, will deed, or any

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other legally-recognized mode. Such legally recognized executed documents are the only authenticated proof of title. The Department of Land records maintains the title record of the lands on the basis of such authenticated proof title.

25. We are not oblivious of the principle that the possession follows the title. However, when the title of the land is questioned on the basis of a better title, the burden to prove the title of the persons in possession shifts on him. A person in possession is presumed to be the owner of the land until the better title is proved against him. In other words, the possession, howsoever long, is not the proof of the title.

26. In the State of Maharashtra, the land records are maintained under the Maharashtra Land Revenue Code. The Office of Land Records, constituted under the said Code, is the authentic Office. Despite the land record being maintained by such Office, the law is settled that bare entry in revenue or record of right does not prove the title. So far as the record maintained by Municipal Councils regarding the immovable properties is concerned, it is maintained for the building and various other tax purposes only. A document titled "Ownership Certificate" is of the year 1971. It mentions only house numbers and not the plot in dispute. Therefore, it would not be received as the title proof in favour of the petitioner. Besides the title of survey no.9, Princes Femina had claimed the title over the plot in dispute. The said suit is dismissed. But the fact remains that there was no valid and legal exchange of lands. The plot in dispute was never validly

transferred in favour of the petitioner's father.

27. The overall conduct of respondent no. 2 in defending the suits raises various doubts. The present case is an example of its kind of deliberate negligence and hands in gloves. The Municipal Council showed no diligence in taking appropriate action against the possession of the petitioner's father over the plot in dispute. Even after the denial of specific performance of the contract by the competent court of law, he went on leasing the same to his family members. He, under the wrong belief, was considering himself the owner of the plot in dispute. Assumption and presumption do not confer the title over the immovable property. The Transfer of Property Act 1882 is the complete Code providing how to transfer the immovable properties in different modes.

28. The Petitioner has a case further that out of the total area of the plot in dispute, the area measuring 2764.99 sq. was reserved for a garden in the Development Plan. But did not plead exactly when the Corporation/ respondent no.2 had reserved the plot in dispute for a garden? When was the development plan sanctioned/ approved by the State Government? When had the town planning authority, as provided under section 59 of the Maharashtra Regional and Town Planning Act 1966 (1966 Act for short), prepared the town planning schemes for implementing the proposals in the final Development Plan, is also not pleaded. The Corporation/respondent no.2 is also silent on such material facts. By way of rejoinder, for the first

time, the petitioner explained that in the year 2012, respondent no. 2 had offered him TDR as it had financial constraints. What decision the corporation/respondent no. 2 has taken on the complaints filed by various persons? Neither party has divulged such material details to arrive at the proper conclusion.

29. The next question that comes to our mind is why the Council paid the compensation to the petitioner for the portion of the land acquired for road widening when the petitioner's father had no legal and valid right to transfer the plot in dispute; to respondent no.2 in exchange? All these material facts that are relevant and have a bearing on the adjudication of the dispute, are missing. The rule of pleadings is ignored. The Corporation/respondent no.2 is also silent on such material facts. The suppression of such material facts and the conduct of the Council, smells something fishy.

30. The learned Counsel Shri Bhandari for respondent no. 2 has vehemently argued that in the body of the petition, TDR is sought, but in the prayer clause, the directions are sought against respondent no.2 to issue the Reservation Credit Certificate. Therefore, the prayer is contrary to what is pleaded in the body of the petition. On this ground also the petition is liable to be dismissed. To counter the objection of respondent no. 2, the learned counsel Shri Bajaj contends that, in view of the Unified Development Control and Promotion Regulations for Maharashtra State. (UDPC Regulations for short), the prayer is perfect.

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31. The petitioner has specifically pleaded that for the last 11 years, respondent no.2 has not issued the TDR certificate. Hence he is now entitled to get Reservation Credit Certificate (RCC for short). Accordingly, he has given an application to respondent no. 2 on 18.12.2020.

32. Transferable development right (TDR) is equivalent to the compensation paid against the acquisition of the land. It is provided in section 126 of the Maharashtra Regional and Town Planning Act 1966 that only the lawful owner or the person having a clear title may surrender the land for public purpose to the planning authority and may claim the TDR. We have already discarded the petitioner's title over the plot in dispute. Hence, the question of TDR does not arise.

33. The State of Maharashtra brought the UDPC Regulations in force from 02.12.2020 in the State of Maharashtra. Chapter 11 is titled 'Acquisition and Development of Reserved sites in Development Plans.' Regulation 11.2 of the said regulations speak of Regulations for grant of Transferable Development Rights. As per rule 11.2.1, TDR is compensation in the form of Floor Space Index (FSI) or Development Rights, which shall entitle the owner for construction of built-up area subject to provisions of this regulation. This FSI credit shall be issued in a certificate which shall be called a Development Right Certificate (DRC).

34. Regulation 11.3 of the above regulations speaks of Reservation Credit Certificate (RCC for short). It is a certificate specifying the amount of

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compensation in lieu of handing over of reserved land to the Corporation and shall be issued by the Authority. The amount mentioned in this credit certificate may be used to pay various charges like development charges, premium, property tax, infrastructure charges etc., to the Authority from time to time until the amount mentioned therein exhausts. RCC shall be issued subject to the following conditions:-

i) The Authority shall acquire the land under reservation in lieu of RCC only when it is immediately required for the development or creation of amenity or services or utilities.

ii) Such certificate shall not bear any interest on the amount mentioned therein and shall be transferable. However, payment being made to Authority through the amount from RCC after six months from the date of issue of RCC shall be discounted @ 10% for the payments to be made under the provisions of these UDCPR.

iii) The amount of compensation to be paid to the owner shall be as per the provisions of relevant Acts dealing with the land acquisition as amended from time to time.

iv) The land to be handed over to the Corporation shall be free from all encumbrances, and procedure laid down in TDR regulations shall be followed.

v) The Authority shall endorse the entries of payment on such certificate from time to time. It shall maintain a record in a form considered appropriate by it of all transactions relating to the grant of the utilization of reservation credit certificate.

35. The conjoint reading of UDPC regulations 11.2. and 11.3 makes it clear that the TDR and RCC are two distinct modes of the payment of compensation in lieu of the money. TDR and the RCC are transferable. RCC is the one-time credit given to the landowner against the payment of development charges, infrastructure charges, property charges, etc., to be paid to the Authority. The said certificate lasts till the amount determined and mentioned therein is exhausted. The compensation to be paid shall be determined as per the rules and regulations for determining the market price of the land under the existing Land Acquisition Act and following the TDR regulations. It gives one more advantage of 10% discount after six months of its issuance. The first condition for RCC is that the Authority shall require the reserved land immediately for the development or creation of amenity, service, or utility. The petitioner has a case that the plot in dispute is reserved for a garden. As defined under section 2 (2) of the 1966 Act, the term 'amenity' also includes parks. However, it is beyond imagination that the Authority may require the reserved land for the park immediately for the development, creation of amenity, service, or utility. The UDPC Regulations provide for only one option, either TDR or RCC.

36. The person claiming TDR or RCC shall be the owner of the land reserved in the Development plan. Herein the case, the petitioner has no title, ownership, or transferable rights in the land allegedly reserved in the Development Plan for a garden. We have already observed above that the material pleadings which are the backbone for the decision of the petitioner's claim, are missing. That apart, non issuing of TDR for 11 years of handing over the possession of the plot in question to respondent no. 2, cannot be a ground to claim RCC instead of TDR.

37. After reserving the petition for Judgment, on 11.10.2012, the petitioner had placed a praecipe for permission to withdraw the petition. Hence the petition was listed for hearing on 21.10.2021. When we declined to permit the petitioner to withdraw the petition, the learned counsel Shri Bajaj for the petitioner, argued that now the law is settled that the claim of adverse possession is a sword and not only a shield. In the light of the change in the law regarding the adverse possession, the petition may be considered, or the petitioner may be permitted to raise the same before the competent court. To bolster his argument, he relied on the case of Ravinder Kaur Grewal and others versus Manjit Kaur and others (2019) 8 SCC 729.

38. Undoubtedly, we are bound by the verdicts of the Hon'ble Apex Court. However, the doctrine of ratio decidendi cannot be brushed aside. The claim of adverse possession is always a mixed question of fact and law. It needs a thorough investigation. On the one hand, the petitioner is

claiming title over the plot in dispute, and on the other hand, he is claiming adverse possession. The essential requisites for establishing adverse possession are that the possession of the adverse possessor must be neither by force nor by stealth nor under the license of the owner. It must be adequate in continuity, in publicity, and to the extent to show that the possession is adverse to the owner. The person claiming adverse possession has to unequivocally admit the title of the person against whom it is claimed. Adverse possession is a disputed fact. It is beyond the scope of Article 226 of the Constitution of India.

39. We find that the plot in dispute measuring 5766 sq. yard, in a prime locality, worth crores of rupees, has been in possession of the petitioner for more than seven decades. Unfortunately, instead of protecting and guarding the public property, the local body appears to be closing eyes. Such a seven-decade-old dispute shall be dealt with all seriousness and utmost care. We do not think it appropriate to record the finding on the adverse possession on merit for the above reasons. In the light of the facts and circumstances, we are of the view that the case law relied on by the petitioner is not of any assistance to him.

40. For the above reasons, we conclude that since the petitioner has no title over the plot in dispute, he is not entitled to TDR. The requisite conditions to claim RCC do not exist. Hence his claim of RCC also fails. TDR and RCC cannot be claimed simultaneously.

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41. For the above reasons, we dismiss the petition. Rule stands discharged.

(S.G. MEHARE)

(RAVINDRA V. GHUGE)

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