

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION (L) NO.6823 OF 2020

Ratna Sindhu S.R.A. Co-operative
Housing Society (Proposed) ... **Petitioner**
versus
The State OF Maharashtra & Ors. ... **Respondents**

WITH
INTERIM APPLICATION NO.1228 OF 2021
IN
WRIT PETITION (L) NO.6823 OF 2020

Omkar Realtors & Developers Private
Limited ... **Applicant**
In the Matter Between :
Ratna Sindhu S.R.A. Co-operative
Housing Society (Proposed) ... **Petitioner**
versus
The State OF Maharashtra & Ors. ... **Respondents**

.....

Mr.Shailendra S. Kanetkar, Advocate for the Petitioner.
Mr.Kedar Dighe, AGP for the Respondent No.1/State.
Mr.Jagdish G. Aradwad (Reddy), Advocate for the Respondent
No.2/SRA.
Ms.Oorja Dhond, Advocate for the Respondent No.3/MCGM
Mr.Jamshed Master a/w. Huda Diamondwala i/b. Diamondwala & Co.,
Advocate for the Applicant/Respondent No.4.

**CORAM :- DIPANKAR DATTA, CJ &
G. S. KULKARNI, J.**

DATE :- JUNE 22, 2021

PC :

1. These are proceedings under Article 226 of the Constitution of India in regard to plots of land, which are being developed under a Slum scheme.

2. The relevant facts are that the petitioner is a Society formed by the Slum dwellers, who are stated to be occupants of slum tenements situated on C.S. No. 426 of Parel Sewri Division. It is stated that a notification dated March 14, 2006 was issued under section 4 of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 (for short “**the Slums Act**”) declaring the land as slum. It is the case of the petitioner, that one Madhavlal N. Pittie, owner of some part of the land had entered into an agreement on February 24, 2014 with respondent no. 4-Omkar Realtors & Developers Pvt. Ltd. (for short “**the developer**”) under which he allowed the developer to amalgamate the said property with larger slum area as also granted development rights thereof. The petitioner has contended that in pursuance of the said agreement, the developer has obtained a Letter of Intent (LOI) on the amalgamated land. It is further contended that on September 8, 2015 Shri Madhavlal N. Pittie executed a Development Agreement and granted development rights in respect of the said land in favour of the developer. It is contended by the petitioner that on March 25, 2017, a development agreement was executed between the petitioner-society and the developer, as also a Power of Attorney was executed in favour of the developer to undertake the slums development. Under such agreement, the developer agreed to provide permanent alternate

accommodation to the slum dwellers. The developer also entered into individual agreements with the slum dwellers, interalia, agreeing that the slum dwellers would be provided with permanent tenements admeasuring 310 sq. feet (carpet area) free of costs, and till the slum dwellers are put in possession of the permanent alternate premises, rent for the temporary alternate accommodation shall be provided.

3. It is the petitioner's case that it was agreed that the developer would have exclusive rights to construct rehabilitation building consisting of ground plus maximum 30 floors only, construction of which was to be completed within 36 months from the date of obtaining Intimation of Approval/Commencement Certificate. Commencement Certificates' dated May 19, 2014 and January 4, 2017 came to be issued. Thereafter the developer submitted revised plans for rehabilitation as well as sale components and obtained permission. It is the petitioner's case that the information qua the project was not being provided by the developer to the petitioner. The petitioner was not informed of the increase in the height/floors of the building over and above 30 floors. The petitioner hence obtained information from the Slum Rehabilitation Authority, which showed that the rehabilitation plots were to house a Ground plus 39 floors building, which was in variance with the individual agreements which provided a building of

maximum 30 floors. The petitioner's grievance is that the developer never informed the petitioner or had shown its intention of increasing the height of the building from 30 floors to 39 floors, as reflected from the revised plans. The petitioner hence applied under the Right to Information Act seeking information, as to whether the developer was granted permission for construction of 39 floors qua the rehabilitation buildings, however, no information was provided. The petitioner, therefore, filed a First Appeal before the First Appellate Authority. At the hearing of said appeal, the petitioner was informed that insofar as building nos. 4 and 5 were concerned, Commencement Certificates were yet to be granted. In these circumstances, the petitioner has contended that the petitioner was not provided correct information by the developer in regard to the actual height of the building and as to whether the developer had intended to increase the height of the building upto 39 floors.

4. The next grievance of the petitioner is to the effect that although the developer had agreed to pay the petitioner (its members) interim compensation for temporary alternate accommodation, the same was not paid, as also the increased compensation was not paid, despite several reminders. It is contended that the developer is insisting that the members of the petitioner accept reduced compensation/rent.

5. On the above backdrop, the present petition has been filed principally seeking a direction to the developer to pay arrears of rent and to restrict the developer from carrying out the construction beyond 30 floors and to mark out the exact allotment of the permanent alternate accommodation to the petitioner. The petitioner has, accordingly, prayed for the following reliefs in the writ petition:-

“a) This Hon’ble Court be pleased to issue writ, mandamus and/or any other writ, order or direction in the nature of mandamus and thereby be pleased to cancel and/or set aside or withdraw the building permissions, if any, granted to the Respondent No.4 for construction of the Rehab Buildings in so far as the Petitioner and its members are concerned on the property bearing C.S.No.426 for 39 floors or such other floors over and above 30 floors;

b) This Hon’ble Court be pleased to issue writ, mandamus and/or any other writ, order or direction in the nature of mandamus and thereby be pleased to direct the Respondent Nos.2 and 3 herein not to grant any building permissions to the Respondent No.4 for construction of the Rehab Buildings over and above 30 floors as stipulated under the said Agreement as for Petitioner Society is concerned;

c) This Hon’ble Court be pleased to issue writ, mandamus and/or any other writ, order or direction in the nature of mandamus and thereby be pleased to the Respondent No.2 S.R.A. be directed to forthwith take appropriate action against the Respondent No.4 Developer for non-payment of the rent at the enhanced rate as agreed under the Agreement and as per the Circular issued by the Slum Rehabilitation Authority;

d) Pending the hearing and final disposal of the present Writ Petition, the Respondent No.3 herein may be restrained by an Order injunction from granting any permission or sanctions to any proposals/applications for revision of the plans already pending or may be filed subsequently for seeking permissions to carry out construction of Rehab Buildings more than 30 floors on the said property bearing C.S.No.426;

e) Pending the hearing and final disposal of the present Writ Petition, the Respondent no.4 may be restrained by an Order of injunction from carrying out any construction over and above 30 floors for the Petitioners Society on the property bearing C.S.No.426.

f) Interim/ad-interim relief in terms of prayer clauses (e) and (f) above be granted.”

6. On behalf of respondent no. 2, a reply affidavit of Mr. R.B. Mitkar, Deputy Chief Engineer, SRA is placed on record opposing the petition. At the outset, an objection is raised that the petitioner has an alternate and efficacious remedy of filing an appeal/application before the Apex Grievance Redressal Committee, constituted under section 35(1) of the Slums Act and hence the petition ought not to be entertained. The deponent in paragraph 4 has set out the details of several lands which formed part of the present slum development. It is stated that the slum dwellers have formed 20 Societies and have decided to develop the subject property under Development Control Regulation 33(10) by appointing the developer. It is stated that some portion of the subject property belongs to the Municipal Corporation of Greater Mumbai while some of it belongs to a private party. Also that the subject property is partly a censused slum and partly a declared slum, totally admeasuring about 107988.64 sq. mtrs. Insofar as the slum scheme is concerned, it is stated that the developer had submitted a Slum Rehabilitation Scheme

to the SRA through their Architect. On June 23, 2008, Annexure II was issued by the Assistant Commission, F/South Ward, who was the competent authority. Thereafter, revised Annexure-II was issued on September 19, 2009, according to which about 4534 slum dwellers were found eligible for permanent alternate accommodation under the subject Slum Rehabilitation Scheme, free of cost and without any consideration. Annexure-III was thereafter certified on January 21, 2015, December 2, 2016 and lastly on November 24, 2017. It is stated that now all the plots are amalgamated as approved by SRA and subsequently, due to additional eligibility and inclusion of non-slum plots in the subject Slum Rehabilitation Scheme, the revised LOI was issued on October 13, 2017. The Slum Rehabilitation Scheme was converted under DCPR, 2034 as amalgamated Slum Rehabilitation Scheme on the subject property and a revised LOI was issued on February 1, 2019 and accordingly, a revised layout for amalgamated Slum Rehabilitation Scheme was issued on March 5, 2019. Subsequently, even the plans were amended enhancing the area per tenement to be provided to the slum dwellers, which was enhanced as per the new Development Control Regulations. Under such amalgamation, Rehab building no. 3 comprising of basement + Ground + 23 upper floors; Rehab building no. 4 comprising of basement + Ground + 40 upper floors; Rehab building no. 5 comprising of

basement + Ground + 29 upper floors and Composite building no. 3 comprising of basement + Ground + 40(Pt) upper floors, having size of each of the rehab tenements as 300 sq. ft. as per DCPR 2034 was provided. It is also stated that the subject property was affected by various reservations such as Sanatorium, BEST Receiving Station, BEST Housing, Cemetery, Recreation Ground, Refuse Shed, DP Road, Municipal Primary School, 13.40 meters wide road, 4 nos. of 12.20 meter wide roads, setback of 27.43 mtrs. wide road; 18.30 mtrs. wide road, 100 metres prohibited area, 200 mtrs. regulated area etc. which was about more than 50% of the reservations of the subject property. In paragraphs 11, 12 and 13, the details of the IOA issued on or about October 13, 2020 are stated interalia qua Rehabilitation building nos. 3, 4 and 5. The affidavit also makes a reference to the Circular in regard to the conditions which are required to be followed by the developer in undertaking the rehabilitation. In paragraph 17, the deponent has stated that in accordance with Circular No. 153, the concerned developer is bound to deposit advance rent in respect of the eligible slum dwellers . It is stated that no complaint was received about the arrears of rent or non-payment of rent either from the petitioner or their members by the SRA and if the same is received, it shall be looked into and necessary action would be taken against the developer in accordance with Circular No. 153 dated June 6, 2015. It is thus

contended that the petitioner has failed to make out any case for interference.

7. A reply affidavit is also filed on behalf of respondent no. 4-the developer. At the outset, it is contended that the Writ Petition is indirectly seeking to enforce private rights under the civil contract executed between the private parties, i.e., between the petitioner and the developer in proceedings under writ jurisdiction of Article 226 of the Constitution of India, and on this ground itself, the petition ought to be dismissed. It is contended that the petitioner has an alternate and efficacious remedy before the Civil Court to enforce contractual rights under the the Development Agreement. It is stated that the petitioner is a proposed society and has not been registered under law, as such the petitioner has no locus and lacks judicial capability to file the petition. It is further alleged that the petition is filed at the behest of Mr. Vivek Madhavlal Pittie who has initiated dispute pertaining to the redevelopment of the same plot by the developer by filing Application under sections 9 and 11 of the Arbitration Act. It is thus contended that it is a proxy litigation filed with a malicious intention to get the implementation of Slum Rehabilitation Scheme. The affidavit set outs that as per DCPR 2034, the members of the petitioner-society are entitled to 300 sq.ft. carpet area. Insofar as the interim

compensation/rent is concerned, it is stated that the developer has paid the same upto May 2020 to the petitioner-society and has also honoured hike of 15% for the initial two renewals and thereafter due to the depressed real estate and pandemic, the developer is not in a position to give increased rent demanded by the petitioner. It is, however, stated that the developer has requested the members of the petitioner-society that in such situation, to accept rent of Rs.15,000/- per month with effect from January 1, 2020 and that the differential rent of Rs.2,000/- would be paid to the respective slum dwellers who were paid Rs.15,000/- per month. It is stated that the petitioner-society vide letter dated July 4, 2020 agreed to receive rent of Rs.15,000/- per month. There are other averments in the affidavit on the merits of the developer's case.

8. A Vacation Bench of this Court heard this petition on May 17, 2021 when the following order came to be passed.

“1. The Learned Advocate appearing for the developers states that the cheques for the month of May 2021 aggregating to Rs.30,05,000/- payable to 221 tenants are ready and the same will be forwarded to the Advocate for the Petitioner in the course of the day. The statement is accepted.

2. The Learned Advocate for the Petitioner states that the arrears payable by the developers to the Petitioner upto 30th April, 2021 is Rs.5,77,50,689/-. However, the Advocate for the developer disputes the statement made by the Advocate for the Petitioner by stating that an amount of Rs.71,35,000/- only is payable as on 30th April, 2021.

3. Instead of examining the dispute at this stage in regard to the exact amount of arrears payable by the developer to the

tenants, we accept the statement made by the Advocate on behalf of the developer that an amount of Rs.49,00,000/- will be paid by 21st May, 2021 and the balance of Rs.22,35,000/- will be paid by 31st May, 2021. The Petitioner will accept the said amounts without prejudice to their contention that an amount of Rs.5,77,50,689/- is due and payable by the developer. Since the matter is heard partially by this Court, by consent the same shall appear before this Court on 31st May, 2021. Stand over to 31st May, 2021.”

9. Thereafter this petition was again heard on May 31, 2021 by the Vacation Bench. The Court after hearing the parties passed the following order recording an undertaking on behalf of the developer to make payment of monthly compensation to the members of the petitioner.

“1. On 17th May, this Court passed the following order:

1. The Learned Advocate appearing for the developers states that the cheques for the month of May 2021 aggregating to Rs.30,05,000/- payable to 221 tenants are ready and the same will be forwarded to the Advocate for the Petitioner in the course of the day. The statement is accepted.

2. The Learned Advocate for the Petitioner states that the arrears payable by the developers to the Petitioner upto 30th April, 2021 is Rs.5,77,50,689/-.However, the Advocate for the developer disputes the statement made by the Advocate for the Petitioner by stating that an amount of Rs.71,35,000/-only is payable as on 30th April, 2021.

3. Instead of examining the dispute at this stage in regard to the exact amount of arrears payable by the developer to the tenants, we accept the statement made by the Advocate on behalf of the developer that an amount of Rs.49,00,000/- will be paid by 21st May, 2021 and the balance of Rs.22,35,000/- will be paid by 31st May, 2021. The Petitioner will accept the said amounts without prejudice to their contention that an amount of Rs.5,77,50,689/- is due and payable by the developer. Since the matter is heard partially by this Court, by consent the same shall appear before this Court on 31st May, 2021. Stand over to 31st May, 2021.”

2. We are today informed that the above order is complied with by the developers. However, the issue with regard to the exact amount of arrears payable by the developer to the Petitioner Society is yet to be resolved. Both the sides agree to submit their respective statements of the monthly compensation paid / received till date by the developers to the tenants, which would assist the parties to reconcile the accounts and also assist the Court in passing necessary orders/directions.

2. The developers through their Counsel further undertake as follows:

(i) That on or before 7th June, 2021, they shall handover 11 post dated cheques being monthly compensation towards temporary alternate accommodation for the period June, 2021 to May, 2022. The first cheque will be dated 10th June, 2021 and the balance cheques will bear the date of the 10th day of each succeeding month.

(ii) That the said cheques will be honoured upon being deposited for encashment.

(iii) That the amount for which the 11 cheques will be drawn by the developer in favour of each of the tenants will include the agreed increment @ 15%.

(iv) Since according to the developer, they are likely to receive the occupation certificate within a few months and put the tenants in possession of the irrespective flats, the tenants agree that upon the developer obtaining the occupation certificate and putting the tenants in possession of their respective flats, the tenants shall not be entitled to receive monthly compensation and undertake to return to the developer the balance post dated cheques in their possession. The undertaking is accepted.

(iv) The above undertakings are accepted.

3. Place the above Writ Petition before the regular Court on 15th June, 2021 to report compliance and for passing further orders.

4. At the request of Mr. Tamboly, all contentions of the parties including the contention of the developer that the Writ Petition is not maintainable, are kept open.”

10. On the above conspectus, we have heard learned counsel for the parties.

11. As rightly urged on behalf of the developer, the genesis for payment of interim rent is a fallout of what has been agreed between the petitioner which is the Slum Society and the developer, under a development agreement or an individual agreement entered with the slum dwellers, which is a binding contract between the parties. The complaint of the petitioners is of the conditions of such agreement not being fulfilled and/or breached by the developer.

12. There ought not to be an issue on the proposition that a remedy for the parties to enforce any of their contractual obligations would necessarily be in a civil suit. Also there is a specific remedy available to the slum dwellers under the Slums Act against a non-compliant developer before the Chief Executing Officer and of an appeal before the Apex Grievance Redressal Committee. The statutory provisions in this regard are clear. Amended Section 13 as falling under Section 3D(b)(iii) under Chapter IA, and Section 35 of the Slums Act read thus:-

“Section 13 -

(iii) for Section 13, the following section shall be substituted, namely:-

“13. Power of Slum Rehabilitation Authority to develop Slum Rehabilitation Area.

(1) Notwithstanding anything contained in sub-section (10) of Section 12, the Chief Executive Officer shall, after any land has been declared as the Slum Rehabilitation Area, including

community economic activity area, if the owners, landholders or occupants of such land do not come forward within a reasonable time, which shall not be more than one hundred and twenty days, required for relocation and rehabilitation of protected and other occupiers justifying with the Slum Rehabilitation Scheme for redevelopment of such land, by order, determine to redevelop such land by entrusting into any agency or other developer for the purpose.

(2) Where on declaration of any land as Slum Rehabilitation Area, the Chief Executive Officer is satisfied that, the land in the Slum Rehabilitation Area has been or is being developed by the owners, landholders or occupants or developers in contravention of the plans duly approved, or any restrictions or conditions imposed under sub-section (10) of section 12, or in contravention of any provision of any Slum Rehabilitation Scheme or any condition specified in the approval or, has not been developed within the time, as specified under such conditions of approval, he may, by order, determine to develop the land declared as Slum Rehabilitation Area by entrusting it to any agency or the other developer recognized by him for the purpose.

(3) The agency or the other developer so appointed shall within a period of forty-five days of the order of the Chief Executive Officer, be required to deposit an amount of compensation payable to the outgoing landowners or occupants or developers, as the case may be, for expenditure incurred by them on payment made to any public authority, local bodies for receiving approvals for the Slum Rehabilitation Scheme and construction of rehabilitation tenements as determined by the Chief Executive Officer:

Provided that, such compensation shall not be payable by the agency appointed by the Chief Executive Officer, for any expenditure incurred towards construction to meet conditional obligations made to any third party by the landowners or occupants or previous developers, as the case may be. The Chief Executive Officer before passing such order shall obtain report from approved valuer independently appointed on his behalf and by the concerned parties to the proceeding before the Chief Executive Officer:

Provided further that, before passing such order by the Chief Executive Officer, the concerned landowner or occupant or developer, as the case may be, shall be given a reasonable opportunity of being heard and time which shall not be more than thirty days of showing cause why the order should not be passed:

Provided also that, an appeal, if any, against the order of the Chief Executive Officer shall be filed before the Grievance Redressal Committee and order of the Grievance Redressal Committee shall be final and binding on all the parties.

... ..

"35. Appeals (1) Except as otherwise expressly provided in this Act, any person aggrieved by any notice, order or direction issued or given by the Competent Authority may appeal to the Appellate Authority, who shall be a person holding a post not below the rank of Additional Collector, in respect of the areas of Municipal Corporations and "A" Class Municipal Councils, and not below the rank of Deputy Collector, in respect of areas of other Municipal Councils, to be notified by the State Government, within a period of thirty days from the date of issue of such notice, order or direction]

[(1A) Any person-

(a) aggrieved by any notice, order or directions issued or given by the Appellate Authority under sub-section (1), within a period of thirty days from the date of issue of such notice, order or direction;

(b) for the purpose of resolving any dispute in relation to matters regarding the declaration of Slum Rehabilitation Area under section 3C and order of slum clearance under section 12 or order under Section 13 against the owner or developer not undertaking and completing the project as per the permission and approval so also within the stipulated time frame or order regarding eviction of the slum dweller from Slum Rehabilitation Area under section 3D, by the Chief Executive Officer and about eligibility of slum dweller, eligible slum dweller being denied tenement, transit accommodation being unavailable or not provided and likewise.] may file an appeal before the Grievance Redressal Committee constituted by the State Government, by notification in the Official Gazette, for such area and consisting of the Chairperson and such number of members as the Government may deem fit. The qualifications of the Chairperson and the members of the Committee and the procedure to be followed for transacting its business shall be such as may be prescribed.]

(2) Every appeal under this Act shall be made by petition in writing accompanied by a copy of the notice, order or direction appealed against.

(3) Any appeal shall not operate as a stay order appealed from except so far as the Appellate Authority may grant by reasoned order, nor shall execution of any order be stayed by

reason only of an appeal having been preferred from, but the Appellate Authority may for sufficient cause order stay of execution of such order and if the notice, order or direction against which appeal is made and is set aside by Appellate Authority on an appeal disobedience thereto shall not be deemed to be an offence.

(4) No appeal shall be decided under this section unless the appellate had been heard or has had a reasonable opportunity of being heard in person or through a legal practitioner.

(5) The decision of the [Grievance Redressal Committee] on appeal shall be final and shall not be questioned in any court."

(emphasis supplied)

13. In exercise of the powers conferred by sub-section (1) of Section 46 and sub-Section 1A of Section 35 of the Slums Act, the Government of Maharashtra has also framed "The Maharashtra Slum Areas (Improvement, clearance and Redevelopment) (Grievance Redressal Committees) Rules, 2014, interalia, providing for constitution of the Grievance Redressal Committee and the procedure to be followed by the Grievance Redressal Committee. Accordingly, the State Government has constituted a Grievance Redressal Committee presently known as the "Apex Grievance Redressal Committee" renamed by the notification dated March 8, 2017 which would exercise jurisdiction as provided for under sub-section (1A) of Section 35 of the Act.

14. The above provisions would make it clear that the slum dwellers, if they are aggrieved by any actions of the developer which are prejudicial to their interest, necessarily can avail of the statutory

remedy so provided. This would be in their interest, as a complete fact finding exercise peculiar to the slum schemes, can be undertaken by such authorities. Such authorities would look into the interest of the slum dwellers and if the actions of the developer are prejudicial to them, the authorities are certainly empowered to pass appropriate orders in the interest of the slum dwellers and ultimately for eradication of the slums.

15. Thus, even if the project in question is a slum project, we are of the opinion that for redressal of such grievances as asserted by the petitioner, the specific remedies as available under the Slums Act, could not have been bypassed by the petitioner, so as to directly approach this Court in the proceedings under Article 226 of the Constitution of India, raising issues of non-performance of the contract by the developer. The law in this regard is well settled. The petitioner necessarily was required to follow the grievance redressal mechanism as statutorily prescribed under the Slums Act, whereunder powers are conferred on such authorities to pass orders even to terminate an approval granted in favour of a developer to undertake a slum rehabilitation scheme, on being satisfied of non-performance by the developer of its obligation to complete the scheme as per rules and as agreed with the society of slum dwellers.

16. We may observe that an endeavour of the Court in passing the earlier orders was clearly to mitigate the hardship and the grievances of the petitioner in regard to non-payment of the monthly compensation and in such context recorded an undertaking of respondent no.4 as observed in the order dated 31 May 2021, that outstanding rent would be cleared. It would be too ambitious for the petitioner to assume that the Court in exercise of its powers under Article 226 would pass any orders on reliefs which can be sought either before the statutory authority or in a civil suit.

17. Mr. Master, learned Counsel for the developer has stated that his clients although intended to comply with the undertaking as made to this Court, however, on account of an intervening circumstance, namely that in an execution proceeding instituted against the developer, the accounts of the developer were directed to be freezed and hence, such compliance could not be made. Mr.Master, however, submits that necessary steps are being taken by his clients to get the accounts defreezed. He states that his clients, however, would be in a position to make the payment with effect from 10 July 2021 and shall comply with what has been undertaken to the Court and as recorded in the order passed by this Court on 31 May 2021. We accept such statement as made by Mr.Master. We, however, clarify that in the event respondent

no.4 does not comply with such undertaking on or from 10 July 2021, apart from the proceedings which may lie against respondent no.4 for breach of the undertaking as made to the Court, it will be open for the Slum Rehabilitation Authority to consider all issues as urged by the petitioner, and any other grievances of the petitioner against the developer and after granting an opportunity of being heard to the parties, the Slum Rehabilitation Authority shall pass appropriate orders as may be permissible in law. This apart, it would also be open to the petitioner to avail of other statutory remedies as available under the Slums Act. All contentions of the parties in that regard are expressly kept open.

18. In view of our above observations, we have thought it appropriate not to examine the other objections as raised on behalf of the developer including the objection of locus of the petitioner to maintain this petition, on the ground that it is not a registered society.

19. We, accordingly, dispose of this petition in the above terms. No costs.

20. Interim Application no.1228 of 2021 would also not survive. It is accordingly disposed of.

(G. S. KULKARNI, J.)

(CHIEF JUSTICE)