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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 23 OF 2024

Shriniwas Narayan Prabhu & Ors ...Petitioners
Versus
State of Maharashtra & Ors ...Respondents

WITH
INTERIM APPLICATION (L) NO. 4176 OF 2024
(NOT ON BOARD)

Saifuddin Fazlehusein ...Applicant
In the matter between
Shriniwas Prabhu & Ors ...Petitioners
Versus
State of Maharashtra & Ors ...Respondents

Mr Mayur Khandeparkar, i/b Anita Borkar, for the Petitioner.
Mr SB Gore, AGP, for the Respondent-State.
Mr PG Lad, with Sayli Apte, Shreya Shah, for the Respondent-
MHADA.
Ms Prakruti Joshi, with Dhruve Liladhar & Co, for Respondent No. 3.
Mr Karl Tamboly, with Jas Gandhi i/b Dua Associates, for the
Applicant in IAL/4176/2024 Intervenor.

CORAM G.S. Patel &
Kamal Khata, JJ.
DATED: 6th February 2024

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1. The matter was kept for orders today in view of our order of 30th January 2024 which reads thus:

“1. Writ Petition No 23 of 2024 was listed before us yesterday. At that time, we noted that Maharashtra Housing and Area Development Authority (“**MHADA**”) had declined to act because of the pendency of Writ Petition No 2285 of 2015 filed by Krypton Corporation, Respondent No 3 in Writ Petition No 23 of 2024. The Krypton Petition had never been moved. It assailed a cancellation of a Letter of Intent (“**LoI**”) by MHADA. Yesterday, Mr Shah had instructions to state that the Krypton Corporation Petition was being withdrawn. Since it was not on board, we listed both matters today.

2. Mr Shah confirms that Writ Petition (L) No 2285 of 2015 may be permitted to be unconditionally withdrawn.

3. Accordingly Writ Petition No 2285 of 2015 filed by Krypton Corporation & Ors is dismissed as unconditionally withdrawn.

4. This clears the path for an order in Writ Petition No 23 of 2024. Prayer clause (b) seeks a direction to MHADA to process a proposal for redevelopment submitted to N Rose Developers Pvt Ltd. N Rose Developers is not a party to the Petition. Its proposal is of 24th December 2022. Much time has passed since. We are anxious to avoid any further complications or misunderstanding and have therefore, requested Mr Khandeparkar to obtain instructions as to whether N Rose Developers is still committed to the redevelopment proposal. Mr Khandeparkar states that this will be done by Tuesday, 6th February 2024.

5. List the matter on Tuesday, 6th February 2024 for orders.

6. Writ Petition No 62 of 2015, Writ Petition No 1097 of 2014 and Writ Petition No 1393 of 2015 are separately disposed of. They are to be de-tagged.”

2. At this stage Mr Tamboly appears for one Saifuddin Fazlehusein in an Intervention Application claiming that the Applicant is the owner of the property. Mr Lad on behalf of Maharashtra Housing And Area Development Authority (“MHADA”) emphatically denies this. He says that the property has been acquired. The acquisition was a publicly known process with a notification that was gazetted. Paragraph 4 of the Writ Petition has a reference to the relevant dates.

3. If the Applicant Intervenor seeks to establish title, that cannot be done in a Writ Petition. Obviously, we are not directing that permission must be granted. At best we can only consider an order to take up the application or proposal for permission and to consider it on merits and in accordance with law.

4. In consonance with order our of 30th January 2024, Mr Khandeparkar tenders an Affidavit of one Natwarlal Shankerlal Purohit a Director of N. Rose Developers Pvt Ltd. The Affidavit confirms that the Developer will abide by the terms and conditions of the proposal of 24th December 2022, a copy of which is at Exhibit “J” to the Petition. We had asked to this since it was unclear of 30th January 2024 whether the Developer was still willing to abide by that proposal on the terms and conditions set out in that proposal which was in any case more than two years old.

5. Having regard to these factors, it is not necessary in our view to consider any broader issue. Prayer clause (a) is misconceived. Since it seeks a mandamus for quashing but in any case it has been worked out (even if it had more correctly worded as a certiorari). We will not grant prayer clause (b) in the manner in which it is framed but will instead direct MHADA to take up the redevelopment proposal at Exhibit “J” and to process it in accordance with law and on merits and subject to all applicable rules, statutory provisions and policies. Prayer clause (c) regarding transit accommodation will be covered by this as well. That is part of the proposal in any case.

6. No further orders are required in the Petition.

7. As regards the Intervention Application all contentions are left open for appropriate proceedings to be filed by the Applicant in a court of competent jurisdiction. The contentions of MHADA, the Developer and the present Writ Petitioner are expressly also kept open for any such proceedings.

8. The Petition and the IA are disposed of.

(Kamal Khata, J)

(G. S. Patel, J)