

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
WRIT PETITION NO. 775 OF 2024**

Prabodh Shantilal Adani ...Petitioner  
*Versus*  
The Chief Officer, Mumbai Building Repair and ...Respondents  
Reconstruction Board & Ors

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**Mr JK Shah, with Govind Munde, Pooja Shah & Mohit Darji, i/b RJ  
Law, for the Petitioner.**

**Mr PG Lad, with Sayli Apte & Shreya Shah, for Respondent No.1-  
MHADA.**

**Ms Pooja Yadav, i/b Sunil Sonawane, for the Respondent-MCGM.**

**Mr Shrey Shah, i/b Vidhi Partners, for Respondent No.4.**

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**CORAM    G.S. Patel &  
              Kamal Khata, JJ.  
DATED:    28th February 2024**

**PC:-**

1. On the last occasion, we directed the Petitioner to join the other co-owners of the property. That has been done. It is now clear that there are internal disputes between the Petitioners and his co-owners. The Petition does not mention Minutes of a Meeting dated 16th June 2022 by which, according to the developers, the owners agreed to forgo compensation towards temporary alternate accommodation. This is said to have included the Petitioner.

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2. There is no mention of these Minutes, but it is argued that these Minutes are fabricated or false or not binding on the Petitioner and the Petitioner was unaware of these. It is alleged that these Minutes were contrived by the other co-owners working in collusion with the developer.

3. This means that there are seriously disputed questions of fact that we cannot examine. For instance, prayer clause (a) asks for a writ to be issued to the statutory Respondents, i.e, Maharashtra Housing And Area Development Authority (“**MHADA**”) and Municipal Corporation of Greater Mumbai (“**MCGM**”) to redevelop the building in question, known as Shanti Kunj at Sewree, Wadala, Mumbai on their own. There is no such entitlement in law. In the alternative, there is a prayer that these statutory authorities should issue directions to the developer, the 4th Respondent, to complete the construction within six months. But if other co-owners do not share in these grievances, we do not see how we can even entertain such reliefs at the instance of one co-owner. That is precisely why we required the other co-owners to be joined. None of them are here to support the Petitioner.

4. Then there is a prayer to enforce the conditions of the No Objection Certificate by MHADA but this is said to include payment of monthly transit rent in lieu of temporary alternate accommodation. But that is precisely what, according to the 4th Respondent, all the co-owners agreed to forgo at the meeting on 16th June 2022. There are further demands for payments by post-dated cheques and so on. At page 294 of the Petition we find a

tabulated statement of the claim for transit rent. This is nothing but a money decree because it includes interest at 18 % per annum and, apparently, interest on interest. Then there is also a claim for damages styled as hardship compensation and this is also said to be recoverable with interest.

5. At Exhibit “D” at page 74 is a copy of the Development Agreement in question. In short, this Petition is nothing but a claim for specific performance of the DA at the instance of one co-owner. The Petitioner is in fact the second party shown at page 86 of the Agreement. At page 106 in this Agreement there is a provision for hardship compensation of Rs.14 lakhs and temporary alternate accommodation monthly payment of Rs. 1,40,000/-. But this Agreement is of 12th September 2018. The Minutes are of 16th June 2022 and say that no monthly compensation is payable.

6. It is now argued that the Minutes do not constitute a concluded contract. These are only the discussion points on that date.

7. These are all issues that will have to be agitated in civil proceedings.

8. The Petition is rejected but with liberty to the Petitioners to adopt appropriate proceeding in Court of competent civil jurisdiction.

9. The civil proceedings will be decided on merits uninfluenced by any observations in this order.

**(Kamal Khata, J)**

**(G. S. Patel, J)**