

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 7775 OF 2025
IN
WRIT PETITION NO. 14580 OF 2024

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Ramkhilawan Raghunath Halwai

...Petitioner

Versus

State of Maharashtra

through Government Pleader and Ors

...Respondents

Mr. Jitendra B. Mishra a/w. *Mr. Abhishek Mishra and Rupesh Dubey, for Petitioner.*

Ms. Sayali Apte i/b P.G. Lad, for Respondent No. 3-MHADA.

Mr. Yash Tiwari, for Respondent Nos. 4 and 5.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : December 12, 2025

ORDER :

1. Rule. Rule is made returnable forthwith and by consent of the parties, taken up for final hearing.

2. This Writ Petition impugns an order dated June 25, 2024 passed by the Learned Additional Chief Secretary, Housing Department, MHADA declaring the original Room No. 14 in Chawl No. 4 of Manaji Rajuji Chawl, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 ("**Subject Property**") as being subject matter of joint tenancy between the Petitioner and his siblings, namely, Respondent No. 4 and Respondent no. 5.

3. The occasion for the Learned Additional Chief Secretary to get involved in the matter arose because, by an order dated March 3, 2020, the Chief Officer, MHADA, had declared the Subject Property as property over which the aforesaid three persons were joint tenants.

4. This led to a First Appeal being filed before the Vice President and CEO, MHADA, who, by an order dated April 27, 2022, declared that the Petitioner alone would be a tenant. That was carried higher before the Learned Additional Chief Secretary who passed the Impugned Order.

5. It is common ground that the Petitioner has always been in occupation and possession of the Subject Property. When the premises were handed over to the Developer, namely, Respondent No. 6, Macrotech Developer Ltd. ("**Macrotech**"), it was the Petitioner who handed over possession of the Subject Property. The registered documentation of the redeveloped property to be provided lieu of the premises handed over, is Room No. 1406, agreement for which is also executed in the name of the Petitioner and not any other party. The transit rent had also been paid to the Petitioner all along, until the disruption in the form of the declaration of joint tenancy came about at

the hands of officers of MHADA, as aforesaid.

6. It is also common ground that development work has been completed, and occupation certificate has been issued, and the property has been handed over to MHADA on October 22, 2024. Such handover to MHADA was pursuant to an order passed by a Learned Division Bench of this Court in Writ Petition No. 1385 of 2024, filed by Macrotech asking for various units that were yet to be taken over by the respective parties owing to inter se disputes. Macrotech had desired to deliver possession to a neutral person so that it could proceed further with commercial exploitation of the redeveloped premises.

7. Mr. Amogh Singh, Learned Advocate for Macrotech submits that pursuant to the aforesaid order, even Room No. 1406, which is the redeveloped premises in lieu of the Subject Property had been handed over to MHADA. He further undertakes that subject to the orders of this Court, he will facilitate handing over of the premises to such party as directed by this Court.

8. Mr. Singh would also submit that *inter se* tendency disputes belong to the jurisdiction of the Small Causes Court and it is not for the officers of MHADA to declare joint tenancy. Their jurisdiction, he

would submit, relates to identification of individuals/parties so that the provision of entitlements pursuant to the re-development would be directed for such identified persons. Any disputes over the entitlements thereafter, is for the relevant jurisdictional forum to deal with.

9. Having heard the Learned Advocates for the parties and having examined the record with their assistance, I have to agree with Mr. Singh's submissions. It is clear that the Petitioner had handed over the Subject Property to Macrotech for redevelopment, and upon completion it is the Petitioner who ought to be given the redeveloped property, namely Room 1406.

10. Mr. Singh's submissions, on instructions, that all transit rent until August 2024, by which date the occupation certificate had been received and other entitlements, such as payment of corpus fund and the like, as provided in Clauses 14 and 15 of the Tripartite Agreement executed with the Petitioner, would also be handed over in terms of the directions of this Court. It is clear that since the Petitioner is the one who handed over possession, and it is the Petitioner who should get the redeveloped premises, namely, Room No. 1406 along with the aforesaid entitlements. This shall be in the first instance, leaving it open to the

parties to thrash out their contentions before an appropriate forum with jurisdiction.

11. Macrotech shall ensure that all these payments shall be made to the Petitioner within a period of two weeks from the upload of this order on the website of this Court. Learned Advocate for Respondent Nos. 4 and 5 submits that the Small Causes Court will be moved within a period of four weeks from today. Should such proceedings be initiated by these Respondents in the Small Causes Court, they would be entitled to seek appropriate interlocutory arrangements, as may be perceived as necessary by the Learned Small Causes Court, which may include arrangements to cover entitlements that currently are being released in favour of the Petitioner.

12. The Impugned Order is being set aside on the sole premise that it is not for the Additional Chief Secretary to start declaring the position of joint tenancies in *inter se* disputes between claimants to tenancies that being the preserve of the jurisdictional Court, namely, the Small Causes Court.

13. With aforesaid observations, the Petition is allowed, leaving it to the contesting Respondent Nos. 4 and 5 to adopt such proceedings as

they may be advised to pursue their claims against the Petitioner. Suffice it to say, Macrotech shall ensure that the Petitioner is given all the entitlements in terms of the Tripartite Agreement, within a period of two weeks from the upload of this order on the website of this Court.

14. The Petition is *disposed of* in the aforesaid terms. Rule is made absolute in the aforesaid terms.

15. In view of disposal of the Petition, attendant Interim Applications also stand *disposed of*.

16. All actions required to be taken pursuant to this order, shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]