



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 651 OF 2025

Goregaon Siddharth Nagar Sahakari Griha
Nirman Sanstha Ltd.

... Petitioner

Vs.

Maharashtra Housing and Area Development
Authority & Anr.

... Respondents

Mr. Girish Godbole, Senior Advocate i/b. Mr. Piyush Deshpande a/w. Mr. Sandeep Dubey for the petitioner in WP/651/2025.

Ms. Manisha Jagtap a/w. Ms. Mansi Joshi, Ms. Yashashree Raut for respondent no. 1/MHADA.

Ms. Anupama Pawar, AGP for the State.

Mr. Mahesh Londhe a/w. Mr. N.M. Gawade i/b. Mr. Sanjay Udeshi for the contractor.

CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.

DATED: 10 SEPTEMBER, 2025

P.C.

1. We have heard learned counsel for the parties on the earlier occasion when a co-ordinate Bench of this Court, of which one of us (G.S. Kulkarni, J.) was a member, passed a detailed order dated 14 August 2025. In pursuance of such order, MHADA has placed on record an affidavit of Mr. Nilesh Madame, Executive Engineer. Also an additional affidavit filed on behalf of the petitioner of Mr. Makrand Ramchandra Parab, Secretary of the petitioner society. It appears that the Society has certain issues in regard to some defects in the flats and/or construction. Mr. Londhe, who appears for the contractor appointed by the MHADA, has taken a fair stand that the defects, if any, can be examined and if there are any major defects, the same can be rectified, so that the possession of the

tenements / flats can be granted and occupied by the members of the Society.

2. In our opinion, the situation as emerged is that according to the MHADA as also the contractor, the buildings are completely ready to be occupied, however, the contention of the society is that before the tenements are occupied, an inspection needs to be undertaken, so that major defects, if any, can be pointed out and an appropriate corrective action can be taken.

3. In these circumstances and considering the earlier orders passed on this petition, we are of the opinion that at this stage of the proceedings, the following order would meet the ends of justice:

ORDER

(i) Since MHADA has already conducted a draw by lottery, without prejudice to the rights and contentions of parties, MHADA shall issue such individual allotment letters on or before 12 September, 2025.

(ii) Having regard to the earlier orders passed in these proceedings on 16 April, 2025, 02 May, 2025 and 14 August, 2025 and the submissions advanced by the learned counsel appearing for the parties, we permit an visual inspection of all flats in all 16 wings of the rehabilitation building be undertaken.

(iii) For this purpose, it is directed that two representatives from the Petitioner Society, Architect/ Engineer/the Structural Auditor appointed by the Society,

representatives of MHADA and the Contractor shall jointly carry out such survey and visual inspection of the structure of the building and principally of the overhead & underground water tanks in respect of any cracks thereof, etc. and the common areas of the building. The inspection shall be completed within a period of six weeks from today.

(iv) In respect of the individual flats, joint survey and inspection shall be carried out building-wise in presence of the concerned individual allottee, representative from the petitioner society, Architect/Engineer/the Structural Auditor appointed by the Society, representative of MHADA and the Contractor. An appropriate schedule of such inspection, of each of these flats building-wise be prepared and notified to all the members of the Society, so that the members, who were allotted flats in particular buildings, can remain present on the scheduled date and the inspection of their respective flats can be undertaken. We expect that the flats in each of the buildings be inspected between 9 a.m. to 6 p.m. every day, so that further appropriate and early action can be taken to rectify any defects and hand over the possession of the tenements/ flats to the respective members. Accordingly, schedule in respect of all the 16 wings be notified by MHADA in

consultation with the representatives of the Society and the Contractor.

(v) As soon as the inspection is complete, the contractor is free to simultaneously undertake any corrective works, if any, required to be undertaken, and a compliance to that effect be issued to MHADA as also to the Society. The members can be provided such communication by the society.

(vi) Insofar as the Permanent Alternate Accommodation Agreements (PAAA) are concerned, we are informed by the learned counsel for the MHADA that it will take some time. Although it is agreed in the Minutes of the meeting between the parties and the officials of MHADA as held on 15 July, 2025, as modified by consequent minutes dated 1 September, 2025 and endorsed by the Vice-President that it will be executed in the manner as set out in the minutes, we are of the opinion that once the allotment letters are issued and the occupation of those tenements which are ready to be occupied are handed over, simultaneously execution of PAAA can be undertaken. In other words, for want of the execution of PAAA, the possession of the tenements to be handed over to the members of the petitioner, ought not to be delayed and more particularly

considering what was observed by us in prior order dated 14 August, 2025. We would also expect that the PAAA in respect of each of the members of the petitioner be executed within 30 days from the possession of the tenement being handed over.

(vii) So as to remove any doubts the petitioner society and its members may have in regard to the structural stability of the building, we direct the contractor appointed by the MHADA to furnish to the MHADA a certificate of structural stability of the building that it is safe and habitable and a copy of the same be furnished to the Society.

(viii) In any event, we are informed by Mr. Londhe, learned counsel for the contractor that there is a defect liability period of 5 years and all the structural defects will be removed by the contractor. If this is the situation, certainly the obligation would be on the contractor to remove all such defects.

(ix) The cumulative effect of our aforesaid directions would be that as soon as the tenements in each of the buildings are certified by the MHADA and the contractor not having any major defects, the possession of the same needs to be accepted by the members and the members

ought not to delay in taking over the possession.

4. We also clarify that as fairly pointed out by Mr. Godbole, for any small defects a member ought not take a position that he/she would not accept the possession of the tenement.

5. We also expect that this entire exercise qua each of the flats in the building be completed within a period of 6 weeks from today. A complete compliance in this regard be placed on record, including the details of the possession as handed over to the members, which be annexed to the affidavit in a tabular form.

6. In respect of all the issues which are not covered by the directions, the parties are free to proceed in the manner as agreed in the joint meeting held between the parties. We would direct that all the members would cooperate and adhere to the time schedule and there ought not to be any delay in compliance of our directions and to take the possession of those flats which are certified by the MHADA and the contractor to be ready and habitable. In the event, any member is not cooperating or is obstructing the compliance of such orders, further appropriate orders would be required to be passed.

7. Accordingly, keeping open all contentions as to what we have observed hereinabove, we adjourn the proceedings to **6 November, 2025 (H.O.B.)**.

8. Parties to act on the authenticated copy of the order.

(AARTI SATHE , J.)

(G. S. KULKARNI , J.)