

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

WRIT PETITION NO.673 OF 2025

Raju Bhai Barad and others

Petitioners

versus

The Slum Rehabilitation Authority through CEO
and others

Respondents

Mr.Altaf Khan with Mr.Akash Mangalgi for Petitioners.

Ms.Ravleen Sabharwal with Ms.Aarushi Yadav for Respondent nos.1 & 2 SRA.

Mr.Nitesh Acharya for Respondent no.5.

Mr.Sahajirao Shinde with Mr.Kuldip T.Pawar for Respondent no.6 AGRC.

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

DATE: 12th November 2025

P.C.

1. This petition under Article 226 of the Constitution of India has been
filed praying for the following substantive reliefs which read thus :

“A) That this Hon’ble Court exercising powers under Article 226 under the Constitution of India, 1950, be pleased to issue Writ of Mandamus by holding and declaring the Notice and to directing the Respondent Nos.3 and 4 Developers to make payment of Corpus Fund @ Rs.40,000/- per occupant for 210 tenements (173 residential + 30 commercial + 10 nos.school) prescribed fees/charges/premium applicable for change in Developer/Partner/Director as per the office Order dated 23.3.2015.

In the alternative to prayer clause (A)

A1) That This Hon’ble Court exercising powers under Article 226 under the Constitution of India, 1950, be pleased to direct the Respondent SRA to adjudicate the Representation dtd.29.8.2022 and Reminder Representation dtd. 20.7.2023 for payment of Corpus Fund of occupants for payment of premium for change of Developer/Partner/Director or their shareholding in a fixed time bound manner within a period of 08 weeks, by giving the Petitioners opportunity for hearing to the Petitioners.

- B) Pending the hearing and final disposal of this Petition this Hon'ble Court be pleased to direct the Respondent nos.3 and 4 (Developer) to deposit the Corpus Fund and prescribed fee of premium/fee/charges in the registry of this Hon'ble Court.
- C) Ad-interim, interim reliefs in terms of above Prayer clause (A) and (B) may be granted in the favour of the Petitioner.
- D) Cost of this Petition be provided for."

2. The Petitioners are aggrieved by the inaction on the part of Respondent No.1 Slum Rehabilitation Authority (SRA) in not adjudicating the representations dated 29th August 2022 and 20th July 2023 made by the Petitioners for payment of corpus fund @ Rs.40,000/- per occupant and for payment of premium for change of developer/partner/director or their shareholding in a fixed time bound manner. It is the Petitioners' contention that under the SRA Circular, the developer is under an obligation to make payment of corpus fund @ Rs.40,000/- per occupant and also to pay premium for change in developer/partner/director.

3. The Petitioners submit that by an agreement dated 8th June 2006 entered into between the society (wherein the Petitioners are occupants) and Nirman Constructions (a partnership firm), development rights in respect of the slum rehabilitation scheme of the Petitioners' society were granted to Nirman Constructions. On 12th August 2007 the said Nirman Constructions was reconstituted and converted into a company limited by shares in the name and style as M/s.Nirman Realtors and Developers Limited. Further on 18th January 2008, Nirman Realtors & Developers Ltd entered into an agreement with M/s.Siddharth Housing Pvt.Ltd for development and construction of the slum rehabilitation scheme of the society. M/s.Siddharth Housing Pvt.Ltd paid a sum of Rs.3,08,96,000/- to M/s.Nirman Realtors & Developers Ltd towards rent to the

slum dwellers and Rs.3,75,00,000/- as deposit to M/s.Nirman Realtors & Developers Ltd to carry out 80% construction of plinth of the Rehab Buildings in the slum rehabilitation scheme of the society. Thereafter the SRA issued Letter of Intent dated 10th August 2009 in favour of M/s.Nirman Constructions and subsequently the IOA and C.C was issued for implementation of the slum rehabilitation scheme.

4. It is the Petitioners' contention that the Chief Executive Officer (CEO) of SRA by its office order No.SRA/CEO/Office Order/19/2015, dated 23rd March 2015 issued a circular that if there was any change of developer/partner/director or their shareholding in the slum rehabilitation scheme, then premium of 5% of land cost of sale plot shall be payable by the new developer. On 8th July 2015 a tripartite agreement was entered between M/s.Siddharth Housing Pvt.Ltd, Nirman Realtors & Developers Ltd and one M/s.Mass Enclave, whereby M/s.Mass Enclave agreed to perform all the obligations and responsibilities of M/s.Siddharth Housing Pvt.Ltd and M/s.Nirman Realtors & Developers Ltd in respect of redevelopment project in slum rehabilitation scheme of the society, whereby shares and holdings of the Developer stood changed. This change of shareholding in the developer was not disclosed to the Petitioners' society.

5. The Petitioners have filed a representation dated 29th August 2022 and further representation dated 20th July 2023 requesting that the Respondent No.1 SRA ought to direct the developer M/s.Nirman Constructions to pay fee/premium and a fine equal to five times as per the office order dated 23rd March 2015 issued by the CEO, SRA for change of developer, inasmuch as M/s.Mass Enclave was now

the new developer. Respondent No.1 SRA has not decided the aforesaid representations and this has caused grave prejudice to the Petitioners and it is their submission that the aforesaid representations need to be taken to their logical conclusion and be decided expeditiously.

6. In our view, considering the limited relief that the Petitioners seek in the petition and although there being no written opposition/reply of the Respondents, considering the nature of the orders we propose to pass, no prejudice would be caused to the Respondents. The following order would serve the ends of justice.

ORDER

- (i) The Respondent No.1 SRA shall consider and decide the pending representations dated 29th August 2022 and 20th July 2023 in accordance with law, as expeditiously as possible, preferably within a period of six weeks from the date this order is made available to the said Respondent by the Petitioners;
- (ii) Let all necessary parties be heard. All rights and contentions of the parties are expressly kept open;
- (iii) The writ petition is disposed of. No costs.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)