

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO.4611 OF 2021
IN
PUBLIC INTEREST LITIGATION NO.93 OF 2013

The Chief Officer/Vice President,
 Maharashtra Housing & Area
 Development Board (MHADA) .. Applicant

In the matter between

Manjula Kadir Veeran .. Petitioner

Versus

The State of Maharashtra & Ors. .. Respondents

WITH
 PUBLIC INTEREST LITIGATION NO.93 OF 2013
 WITH
 CHAMBER SUMMONS NO.83 OF 2013
 WITH
 INTERIM APPLICATION NO.1210 OF 2021
 WITH
 INTERIM APPLICATION NO.3368 OF 2021
 WITH
 INTERIM APPLICATION NO.2798 OF 2023
 WITH
 NOTICE OF MOTION (L) NO.68 OF 2013
 WITH
 NOTICE OF MOTION (L) NO.62 OF 2013
 WITH
 NOTICE OF MOTION (L) NO.66 OF 2013
 WITH
 NOTICE OF MOTION (L) NO.67 OF 2013
 WITH
 NOTICE OF MOTION (L) NO.69 OF 2013
 WITH
 NOTICE OF MOTION (L) NO.70 OF 2013
 WITH
 NOTICE OF MOTION (L) NO.71 OF 2013
 WITH
 CHAMBER SUMMONS NO.82 OF 2013

WITH
 NOTICE OF MOTION (L) NO.75 OF 2013
 WITH
 CHAMBER SUMMONS NO.24 OF 2013
 WITH
 CHAMBER SUMMONS NO.35 OF 2013
 WITH
 CHAMBER SUMMONS NO.34 OF 2013
 WITH
 CHAMBER SUMMONS NO.71 OF 2013
 WITH
 CHAMBER SUMMONS NO.141 OF 2014
 WITH
 INTERIM APPLICATION NO.1701 OF 2021

Manjula Kadir Veeran .. Petitioner
Versus
 The State of Maharashtra & Ors. .. Respondents

WITH
 INTERIM APPLICATION (L) NO.5170 OF 2021
 IN
 PUBLIC INTEREST LITIGATION NO.103 OF 2013

The Chief Officer/Vice President,
 Maharashtra Housing & Area
 Development Board (MHADA) .. Applicant

In the matter between

Tekchand Gopaldas Khanchandani .. Petitioner
Versus
 The State of Maharashtra & Ors. .. Respondents

WITH
 PUBLIC INTEREST LITIGATION NO.103 OF 2023
 WITH
 INTERIM APPLICATION NO.3336 OF 2024
 WITH
 NOTICE OF MOTION NO.321 OF 2013

**WITH
IN-PERSON APPLICATION NO.38 OF 2016**

Tekchand Gopaldas Khanchandani .. Petitioner

Versus

The State of Maharashtra & Ors. .. Respondents

**WITH
WRIT PETITION NO.3863 OF 2024**

Motilal Nagar Rahivashi Vikas Sangh .. Petitioner

Versus

Maharashtra Housing and Area .. Respondent
Development Authority

**WITH
WRIT PETITION NO.776 OF 2023**

Gaurav Arun Rane .. Petitioner

Versus

Maharashtra Housing and Area .. Respondent
Development Authority

**WITH
WRIT PETITION (L) NO.22731 OF 2021
WITH
INTERIM APPLICATION (L) NO.7543 OF 2021**

Motilal Nagar-1, Panchshil Co-Op. .. Petitioner
Housing Society Limited

Versus

The State of Maharashtra & Ors. .. Respondents

**WITH
WRIT PETITION NO.2370 OF 2023**

Motilal Nagar Shiv Co-Op. Hsg. .. Petitioner
Society

Versus

Maharashtra Housing & Area .. Respondents
Development Authority (MHADA) &
Ors.

WITH**PUBLIC INTEREST LITIGATION (L) NO.6555 OF 2022**

Kamal Jagdish Singh .. Petitioner

Versus

Maharashtra Housing & Area .. Respondent
Development Authority

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Mr.Darius Khambatta, Senior Advocate with Mr.Mayur Khandeparkar, Mr.Sumeet Nankani, Ms.Vidhi Shah i/b Mr.P.G.Lad with Ms..Shreya Shah, Ms.Sayli Apte and Ms.Aparna Kalathil for the Applicant in IAL/4611/21, IAL/5170/21 and for the Respondent No.2 in PIL/103/13 and PIL/93/13.

Mr.Tekchand Gopaldas Khanchandani (through VC), Petitioner-in-person in PIL/103/13 and the Applicant-in-Person in IA/3336/24.

Mr.Yogesh Yagnik for the Petitioner in PIL/93/2013.

Mr.Shishir Joshi with Kamlesh Kharade i/b India Law Alliance for the Respondent No.4 in IAL/4611/21

Mr.Rajendra K. Vaingankar for the Petitioner in WP/3863/24 and in WP/2370/23 and for the Respondent in CHSW/82/13 & CHSW/83/13.

Mr.Gaurav A. Rane, Petitioner-in-Person in WP/776/23.

Mr.Datta Mane with Mr.Shreyas Chaudhari for the Petitioner in WPL/22731/21 and for the Application in IAL/7543/21.

Mr.Pradeep Havnur for the Petitioner in PIL(L)/6555/22.

Ms.Oorja Dhond i/b Ms.Komal R. Punjabi for the Respondent No.3/BMC in IAL/5170/21 in PIL/103/13.

Mr.Ravi Kadam, Senior Advocate with Mr.Abhay Patki, Addl.G.P. and Mr.Vaibhav Bhure for the State in IAL/5170/21, PIL(L)/6555 of 2022, PIL/103/13, NMW/321/13, IPA/38/16, IAL/27017/24, IAL/7543/21, IA/3336/24.

Mr.Ravi Kadam, Senior Advocate with Smt.Jyoti Chavan, Addl.G.P. with Smt.Pooja Patil, A.G.P. and Mr.Vaibhav Bhure for the State in IAL/4611/21, PIL/93/13, CHSW/83/13, NMWL/68/13, NMWL/62/13, NMWL/66/13, NMWL/67/13, NMWL/69/13, NMWL/70/13, NMWL/71/13, CHSW/82/13, NMWL/75/13, CHSW/35/13, CHSW/34/13, CHSW/71/13, CHSW/141/14.

Mr.Ravi Kadam, Senior Advocate with Mr.Dipesh Siroya, A.G.P. and Mr.Vaibhav Bhure for the State in WP/776/23.

Mr.Ravi Kadam, Senior Advocate with Mr.Himanshu Takke, A.G.P. and Mr.Vaibhav Bhure for the State in WPL/22731/21.

Mr.Ravi Kadam, Senior Advocate with Mr.Manish Upadhye, A.G.P. and Mr.Vaibhav Bhure for the State in WP/2370/23.

Ms.Dnyanda D. Mahajan for the Applicant in IA/1210/21, IA/3368/21, IA/2798/23 and IA/1701/21.

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**CORAM: ALOK ARADHE, C.J. &
BHARATI DANGRE, J.**

**RESERVED ON : 20th FEBRUARY, 2025
PRONOUNCED ON : 06th MARCH, 2025**

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JUDGMENT (PER BHARATI DANGRE, J.) :-

1. Mr.Tekchand Gopaldas Khanchandani, a social activist, feeling concern about the social, political, administrative and other affairs indirectly affecting the society, filed a Petition as Public Interest Litigation (PIL NO.103 of 2013), being aggrieved with the inaction on part of the Respondents in not removing the illegal structures, despite several complaints

being made and for sitting tight over the issue, by completely remaining dormant.

The Petition impleaded the State of Maharashtra alongwith the Chief Officer/Vice President of the Maharashtra Housing & Area Development Board (for short, “**MHADA**”) as well as the Municipal Corporation of Greater Mumbai as the Respondents.

The Petitioner, who sought permission from the Court to appear in person, sought the following primary reliefs :-

“(a) The Hon’ble Court be pleased to issue a writ in the nature of Mandamus or any other writ, direction or order thereby directing the Respondents to demolish the unauthorised extension over Sewerage Water Drain in front, back side and side of the tenements open to sky and construct the SWD if not constructed due to encroachment, at Motilal Nagar No.1, 2 and 3 of MHADA Colony, Goregaon West, Mumbai 400 104.

(b) The Hon’ble Court be pleased to issue a writ in the nature of Mandamus or any other writ, direction or order thereby directing the respondents to demolish the unauthorized construction at Motilal Nagar I, II and III other than the tenants of the colonies.

(f) The Hon’ble Court be pleased to issue a writ in the nature of Mandamus or any other writ, direction or order thereby directing the Respondents to demolish structures which are obstructing in implementing the pending Brims toward Project from Link Road to Creek of Goregaon West.”

In addition, by way of an interim measure, the Petitioner sought a direction to appoint a Court Commissioner to inspect the unauthorized construction carried out at all MHADA colonies of ground floor tenements and to permit individual gala holders to redevelop their own tenements as per DC Rules in force.

Another PIL 93 of 2013, praying for an identical relief is filed by Ms.Manjula Kadri Veeran, a social activist, in a matter of unauthorized construction in Motilal Nagar, MHADA Colony, Goregaon (E) Mumbai.

Interim Application No.3336 of 2024, is filed by the PIL petitioner, seeking direction to MHADA to give water connection till the new water pipelines are laid. The further direction is sought that MCGM shall not misuse the charges from the tenants applying for new connection and it should not charge digging of the road.

2. Today, the two PILs are listed before us for consideration of Interim Application (L) No.5170 of 2021 in Public Interest Litigation No.103 of 2013 (PIL (L) No.87 of 2013) and Interim Application (L) No.4611 of 2021 in Public Interest Litigation No.93 of 2013 (PIL(L) No.58 of 2012), both filed by MHADA, seeking the following relief :-

“(a) that the Applicant be permitted to redevelop Motilal Nagar I, II and III jointly with “Construction and Development Agency(ies)” to be selected through tender process on FSI sharing basis, in terms of the present DCPR 2034”.

The Applications are listed before us alongwith several other proceedings, which are in form of independent Petitions, but the relief in all the proceedings revolve around redevelopment of Motilal Nagar I, II and III.

3. We have heard learned senior counsel Mr.Darius Khambatta for MHADA, which has taken out the Interim Applications in both the PILs and the PIL Petitioner, Mr.Tekchandani who marked his appearance through VC and also the respective counsel representing the Petitioners in distinct Petitions.

4. Mr.Khambatta, has invited our attention to the orders passed in the PIL, which sought direction to MHADA and the

Municipal Corporation, Greater Mumbai to demolish the unauthorized construction at Motilal Nagar, in the background that the unauthorized constructions have taken place in the colonies, but no action was taken, though it was found in defiance of the existing regulations. Mr. Khambatta has invited our attention to distinct orders, which we reproduce in seriatim.

A] On 08/01/2013, when Public Interest Litigation (L) No.58 of 2012 was listed before the Division Bench, the Court recorded thus :-

“4. Having heard learned counsel for the parties, we are of the view that since the land belongs to MHADA and if any scheme for redevelopment were to be submitted, MHADA would get premium and/or built up area as per the development agreement, it would be in the fitness of things that MHADA, which is also a public authority, should make survey of the unauthorised constructions in the above MHADA colonies. Hence such a survey shall be made within six months in three parts, i.e. first report shall be submitted to the Municipal Corporation by 28 February 2013, second report by 30 April 2013 and the final report by 30 June 2013. Copies of the survey reports which shall be furnished to the Municipal Corporation shall also be placed on record of these proceedings.

5. After receiving survey reports from MHADA the Municipal Corporation shall take necessary action in accordance with law for demolition of unauthorised constructions in the above three colonies.

6. After receiving the survey reports as aforesaid the Municipal Corporation shall carry out demolition of unauthorised constructions in the above three MHADA colonies and recover the costs from MHADA. In turn, MHADA will be entitled to recover such costs from the concerned parties.

7. In the meantime it will be open to the occupants of the buildings in the three MHADA colonies to submit applications to MHADA seeking permission of MHADA for redevelopment and thereupon it will be open to MHADA and all concerned to undertake redevelopment in accordance with law. Since the land belongs to MHADA it will be open to MHADA, while issuing N.O.C. for such redevelopment, to ask for appropriate amounts of premium and/or built up area.

8. Ms.Surve, learned counsel states that she has instructions to appear for the Association of occupants of the buildings in the above three MHADA colonies and that once the copy of the PIL petition is served upon her, she will make necessary application for intervention. Copy of the PIL Petition shall be served upon the learned Advocate for the Association by tomorrow.

9. The Association of occupants in the above three MHADA colonies shall also indicate in the intervention application whether the Association proposes to go for any redevelopment scheme. The intervention application along with affidavit to that effect shall be filed within three weeks from today.

10. It is clarified that if the Association of the occupants is ready to go for redevelopment scheme, it will not be necessary for the Municipal Corporation to demolish the unauthorised constructions because the developer who will be entrusted the redevelopment work will be responsible to demolish the existing constructions for the purposes of putting up new buildings.”

B] On 22/01/2013, Notice of Motion (L) No.36 of 2013 was taken out by Motilal Nagar Vikas Samiti, society registered under the Societies Registration Act, 1860 and claiming to represent 16 societies with 510 occupants of Motilal Nagar I, filed application for intervention seeking their impleadment in the PIL and the Motion was allowed with a direction to the Petitioner to implead the Applicant Association as party respondent.

It was also expressed that it would be open for the Associations representing other co-operative societies in the Motilal Nagar to file intervention application through their Associations. The submission made by the counsel representing the intervenor Association was recorded that they shall be making an application to MHADA for redevelopment within a period of six weeks and similarly liberty was conferred on the other Associations of the co-operative societies to act accordingly.

C] On 31/07/2013, the Court passed the following order:-

“1. By our order dated 8 January 2013 we had directed Maharashtra Housing and Area Development Authority (MHADA) and the Municipal Corporation of Greater Mumbai to demolish the unauthorised constructions in Motilal Nagar I, II and III Colonies situated at Goregaon West, Mumbai. We had, however, made it clear that in case the Association of occupants is ready for redevelopment it may not be necessary for the Municipal Corporation of Greater Mumbai or the MHADA to demolish the unauthorised constructions. Thereafter by our order dated 22 January 2013 we had clarified that since there appears to be various Associations of Co-operative Societies in Motilal Nagar I, II and III, the Associations will be at liberty to make applications to MHADA for redevelopment and MHADA will consider such applications on merits and in accordance with law.

2. Today a large number of learned Advocates have submitted that they are appearing for different Associations or Co-operative Societies in Motilal Nagar I, II and III and that they will be making applications for intervention.

3. Having heard the learned Advocates for some time and also having heard Mr. Lad, learned counsel for MHADA and Mr. Sakhare, learned counsel for Municipal Corporation of Greater Mumbai, we are of the view that in matter of this nature it would be appropriate for MHADA to consider the entire matter whether the redevelopment would be done by MHADA on its own or whether redevelopment should be permitted to be done by the Federation of Co-operative Societies in Motilal Nagar I, II and III or by cluster of Associations of Co-operative Societies in Motilal Nagar I, II and III. All those who are interested in making such applications for redevelopment shall make such applications by 28 February 2013 with their respective proposals and MHADA shall take appropriate decision as expeditiously as possible and preferably by 31 March 2013.

4. It is clarified that at this stage the applicant Societies who desire to apply for redevelopment need not submit detailed drawings but only give a broad outline of their proposed redevelopment schemes.

5. For taking such decision it will be open to MHADA to consult the State Government as well as the Municipal Corporation of Greater Mumbai.

6. The MHADA shall issue a public notice informing the residents in Motilal Nagar I, II and III that MHADA is going to consider to take up redevelopment scheme/s either by itself or through the Associations of Co-operative Societies or Federation of Co-operative Societies.

Stand over to 10 April 2013.”

D] On 02/07/2013, the Court recorded the statement made on behalf of MHADA to the effect that MHADA does not have any policy for redevelopment of its properties and as per Regulation 33(5) of the Development Control Regulations, 1991, it will be open to the concerned co-operative societies to submit proposals for redevelopment of MHADA properties and upon such proposals being received in the prescribed formats, MHADA will consider the same in accordance with the amended Development Control Regulations and inform the parties accordingly.

E] On 17/10/2013, learned Advocate General tendered an affidavit, placing on record the Notification dated 08/10/2013 (yet to be published in the Gazette) for amendment of Regulation 33(5) of the Development Control Regulation Act, 1991 (DCR) and as per the said modification, MHADA on its own will take up redevelopment of the buildings in existence on its housing scheme as per Clause 2.2. of the Schedule of modified DCR 33(5).

A specific statement made on behalf of MHADA, was recorded as below :-

“2. Learned Advocate General states that MHADA will take up redevelopment of Motilal Nagar I, II and III on its own as per the modified 33(5) of the DCR.

3. In view of the above, MHADA shall take further necessary steps for redevelopment of Motilal Nagar I, II and III on its own as per the modified DCR 33(5). In view of the above, since the buildings in Motilal Nagar I, II and III will require to be demolished in the course of redevelopment, this Court does not find it necessary to issue any directions for demolition of unauthorized constructions at this stage, that will be taken care of in the process of demolition for the purpose of redevelopment.

4. It is further clarified that in case of Co-Operative Housing Societies which are not ready to go for redevelopment, MHADA and Municipal Corporation shall proceed to implement the previous

directions for demolition for unauthorized structures/unauthorized extensions.”

5. Mr. Khambatta has urged before us that in the wake of the modification in Regulation 33 (5) of the DCPR, which was gazetted on 8/10/2013, the word ‘departmentally’ which was in existence as a part of Regulation 33 (5) of DCPR, Greater Mumbai under Section 37 (2) has been deleted and as a effect of the revised regulation, the development is permitted to be carried out by (I) MHADA or jointly by MHADA along with housing societies or occupiers of the building or lessees of MHADA; or (ii) Co-operative Housing Societies; or (iii) occupiers of buildings; or (iv) lessees of MHADA.

Thus inviting our attention to the previous orders and in particular to the order dated 17/10/2013, where the Court taking note of the amendment of Regulation 33(5) of DCR had categorically recorded, that MHADA shall take further necessary steps for redevelopment of Motilal Nagar I, II and III ‘on its own’ as per the modified DCR (33) (5), he has prayed for the relief in his application.

6. According to Mr. Khambatta, today MHADA intends to undertake redevelopment of the entire colony including making provision for the necessary infrastructure, but it do not propose the redevelopment jointly with the housing Societies, occupiers of building, or the lessees, however the redevelopment is intended to be a holistic re-development, where residents of Motilal Nagar would be provided with topmost amenities and facilities, which they may be deprived

of, if each society is permitted to carry out individual redevelopment through an independent agency as it would be a redevelopment in part and parcel and would not include the redevelopment of common areas, infrastructure, removal and rehabilitation of slums etc.

It is with this object in mind, MHADA has taken out the Interim Applications in the pending/ Public Interest Litigation, seeking appointment of a 'Construction and Development Agency' ("C&DA") to be selected through a tender process on an FSI sharing basis and for this purpose, it seek clarification of the order passed by this Court on 17/10/2013, by way of abundant precaution, though according to MHADA, it fully understand that the term 'on its own' is used for enabling MHADA to carry out redevelopment.

7. Two issues, therefore, fall for our consideration;

(i) Whether the wording 'on its own' as used in order dated 17/10/2013, is capable of admitting the 'construction and development agency' to be appointed by MHADA subject to MHADA retaining control over the entire redevelopment process but the agency shall only facilitate the redevelopment.

(ii) Whether the amended DC Regulation 33(5) permits MHADA to carryout re-development by appointing an agency.

8. Mr. Khambatta, at the outset, would submit that neither the DC Regulation 33 (5) clause 2.2 nor this Court vide its order dated 17/10/2013, prohibited MHADA from undertaking the redevelopment by appointment of a C&DA, or from seeking assistance from any other external agencies, in form of financial/technical assistance or otherwise. It is urged before

us that the phrase 'on its own' applied by the Court in its order, is intended to denote redevelopment by MHADA, in contradistinction to a joint redevelopment to be carried out by MHADA along with the Societies, lessees or the occupants of the building. It is urged that MHADA is the owner of the property and therefore, no restraint can be imposed upon it in developing the property, though some of the properties have been leased out to the Societies and if MHADA is going to be benefited by the expertise of the construction agencies or by appointment of consultants and contractors in the redevelopment process, it shall not be outside the scope of the DCPR specifically dealing with the redevelopment of MHADA.

9. On perusal of the present Interim Applications filed by MHADA, it can be discerned that Motilal Nagar I, II and III is a layout developed by MHADA in the year 1961 on distinct CTS Numbers and the area housed 3,686 ground structure structure tenement with carpet area 21.36 sq mt each. 115 societies of different buildings in Motilal Nagar I, II and III were registered, as the occupants of different chawls. The State of Maharashtra issued a direction in the year 1987-1988, to convert all the tenements which were allotted on rental basis into ownership basis by recovering the cost of tenements at subsidised rate and accordingly the tenements were converted into ownership basis. Out of the 115 societies, the buildings of only 26 societies were conveyed with lease of land beneath their respective structure, however, in case of other buildings, the ownership is still with MHADA.

The two Public Interest Litigations filed by the two public spirited citizens namely Ms.Manjula Kadir Veeran and Tekchand Gopaldas Khanchandani, were filed with a plea that despite various directions issued to the statutory authorities for removal of illegal structures and actions to be taken, no steps were taken and the grievance was made in respect of all those unauthorised constructions carried out at Motilal Nagar I, II , III MHADA colony situated at Goregaon West Mumbai. Pleading that the petitioners had no personal interest in the matter but they are aghast to take note of the unauthorized structures situated in the city of Mumbai and the inaction on part of the respondents in taking any action, they sought a writ of mandamus directing the respondents to demolish the unauthorized constructions at Motilal Nagar I, II and III.

10. We have already made reference to the various orders passed by this Court which indicate that the Court was assured that on receipt of the report from MHADA which would carry a survey of unauthorized constructions in the colony, the Municipal Corporation shall take necessary steps in accordance with law for demolition of unauthorized structures. However, a door was also opened for the occupants of the building in three MHADA colonies to submit their applications for permission for redevelopment since the land belonged to MHADA. In the order dated 31/01/2013, the Court reiterated that though a demolition was directed to be carried out of the unauthorized constructions in Motilal Nagar, in case the association of occupants are ready for redevelopment, it may not be necessary to carry out the demolition and it would

be appropriate for MHADA to consider whether the redevelopment would be carried out by MHADA on its own or it shall be permitted by federation of co-operative Societies or by cluster of co-operative societies in Motilal Nagar. MHADA was directed to issue public notice informing the residence of Motilal Nagar about their schemes being taken up for redevelopment and various orders came to be passed from time to time in the two Public Interest Litigations, ultimately the Court recognizing the power of MHADA to carry out redevelopment of its properties in terms of Regulation 33(5) of DCR.

When the report was presented to the Court, it was noted that except two tenements out of 3686 all of them were guilty of unauthorized construction. In the meantime, Regulation 33(5) of the DCR 1991 was modified, the Court recorded willingness of MHADA to carry out redevelopment 'on its own', which would not require demolition of unauthorized work, however, in case of those co-operative societies, which were not ready to go for redevelopment, they were directed to be put under hammer by demolishing unauthorized structure/ unauthorized extension.

11. In terms of the order dated 17/10/2023, 53 applications were received by MHADA but none of the applications were supported with formal resolution of societies and were without demarcation of plot and they were not found to worth the consideration.

Even in those cases where land is leased to the societies/ occupants, adequate provisions have been made under the

lease deeds to reserve MHADA's right to redevelop. The lease deeds executed by MHADA in respect of the land underneath the tenements in Motilal Nagar usually include any one or more of the following clauses:

- (i) That lessee shall abide by the terms and conditions vis-a-vis Development permission as well as policies and Guidelines prescribed by the Authority in case lessor decides to revise the layout as per modified DCR 33 (5).
- (ii) It is agreed that since in pursuance of the orders passed by the Hon'ble Court dated 17th October 2013 in PIL No.58 of 2012 read with PIL No.87 of 2013 lessor is carrying out redevelopment therefore lessee is not entitled for separate FSI;
- (iii) To get the chawls situated on the said plot of Land duly redeveloped from lessor and abide by all the instruction in this respect given by the Lessor from time to time;
- (iv) To abide by all rules regulations bye-laws and conditions now or at any time hereafter duly prescribed by the Government, Municipal Corporation of Greater Bombay or of the Authority in so far as they relate to the said land; and
- (v) to abide by and be bound by the provisions of the said Act and the rules and regulations and bye-laws made under the said Act or under any law for the time being in force in so far as they relate to the said land.

12. In order to proceed with the redevelopment, in accordance with the modified DCR, MHADA appointed M/s. P.K. Das & Associates, as Architect for land use planning and conceptual planning on 01/03/2014.

On 22/07/2014, it passed a resolution setting out the entitlements of the occupants, corpus fund, rent and recovery of previous dues. The said resolution clarify that every individual occupant would be entitle for 41.60 sq.mt. carpet

area plus 10.41 sq mt fungible area. At the relevant time, as per the DCR only 25% fungible area was permitted. Each occupant was thus held entitle to approximately 62.45 sq.mt. which is equivalent to 672 sq.ft. area, whereas commercial occupants were entitled to 41.51 sq.mt., which is equivalent to 446 sq.ft. of area.

In the year 2016, M/s Sandeep Shirke and Associates were appointed as project management consultants and on 18/07/2019 agreement was executed with the consultants. The project management consultant submitted the report estimating the total cost of redevelopment as 21,918.14 Crores (revised to 36, 295 Crores) and an area of 7,95, 516.57 sq mt was contemplated for rehabilitation and amenities.

13. With the aforesaid statistics being made available, and considering the magnitude of the project and the cost which was approximately estimated, a decision was taken by MHADA to appoint construction and development agency for redevelopment of Motilal Nagar I, II and III as per modified DCR 33 (5). It is worth to note that Court was apprised of the aforesaid development by filing an affidavit in the PIL.

14. MHADA which has been constituted under the Maharashtra Housing Act, 1976, an Act to whose principle object is to unify, consolidate and amend laws relating to housing, repairing and reconstructing dangerous buildings and carry out improvement work in slum areas.

In the wake of the rapid growth of industries in the urban areas and the fast growth of population and commercial

activities, the need for housing could not be met by limited housing construction activities in private sector and it was also felt necessary to reconstruct the buildings which have lived its life and since various slums had come up which necessitate taking up their improvement, the authority known as MHADA is constituted under Section 3 of the Act, which is cast with the functions, duties and powers as set out in MHADA Act, 1976.

Principal object of having MHADA as a planning and statutory authority is aimed to achieve housing in urban area, as well to take effective steps and acquisition of lands and buildings for carrying out repairs, construction and reconstruction. The proposed development of Motilal Nagar thus squarely fall within the objective and purposes and within the powers and authorities vested in MHADA. Under Section 28 (1), which set out the duty and function of the authority constituted under the Act, MHADA possess the powers of the land owner, namely to develop and manage all lands vested in MHADA and to raise resources for the purpose of carrying out the object of the Act and also to develop the lands vested in it including the power of closure or demolition of dwellings or portions of dwellings unfit for human habitation and demolition of obstructive or dangerous and dilapidated buildings or portions of such buildings. MHADA is also empowered to enter into contracts and agreements while discharging its functions and duties. MHADA is also competent to exercise the power of eviction and/or land acquisition and direct vacation of the premises for the purpose of implementing any plan or project and also to evict occupants,

who are non-cooperative and obstruct any of the aforesaid activities.

The Maharashtra Housing and Area Development (Estate management, sale, transfer and exchange of tenements) Regulation 1981, prescribe that in case of a conveyance of the building, it will always be subject to a condition that the land beneath or appurtenant to such building shall be held on lease from MHADA and as per sub-rule (5) of Rule 21, the Housing Society, the Company or allottee shall hold the property on lease and only while such lease is in force the property shall remain as authority premises subject to the provision of MHADA Act, 1976. The conveyance of the building is thus made co-terminus and runs concurrently with the lease.

15. MHADA has proposed an integrated and holistic redevelopment for Motilal Nagar, which envisages:-

- (i) rehabilitation buildings for both existing and commercial users;
- (ii) development of markets, shopping centres, offices, houses and work places, mixed use buildings, cultural centres, clubs, public halls, recreational centres, schools, community centres, shelters for women and children, shelters for old, health-care and medical centres, hostels and residential buildings of various sizes of apartments for sale; and
- (iii) a network of open spaces and parks and pedestrian plazas.”

16. Considering the nature of the proposed project, it may not be possible to be undertaken by individual co-operative housing societies, or associations formed by occupants thereof on a piecemeal and individual basis. Each co-operative society would look solely to the personal interest of itself and its

members, and likely appoint a developer to undertake a narrow and limited development of its land / buildings. This would not be in the interest of orderly planning and infrastructural development. It would also expose each society and its occupants to the exigencies of commercial developments by developers.

Moreover, it is only a holistic redevelopment that proposes a solution for the long-term problem of flooding and water-logging faced by the occupants of Motilal Nagar, which certainly cannot be resolved by individual and piecemeal redevelopment of separate parcels of land.

17. With this object, the interim applications filed by MHADA seeking permission for redevelopment by appointing C&DA to be selected through a tender process, on an FSI sharing basis and this application being filed on 12/02/2021, clearly highlighted that the C&DA shall infuse funds required for the redevelopment.

On 20/07/2021, this Court was informed through the learned Advocate General that MHADA will take steps towards the redevelopment, by obtaining cabinet approval, issuance and finalization of tender, etc. without prejudice to the rights and contentions of all parties, without claiming any equities and subject to further orders in the present proceedings. However, no work order will be issued in favour of the successful bidder till further orders of this Hon'ble Court.

18. On 08/09/2021, the Cabinet passed a Resolution approving redevelopment of Motilal Nagar by MHADA through

C&DA and the Cabinet conferred a special project status on the project. On 06/10/2021, the State Government issued a Resolution taking a decision regarding redevelopment of MHADA colonies of Motilal Nagar I, II and III in the background of the directions issued by this Court on 17/10/2013 and as MHADA proposed to appoint C&DA for carrying out the redevelopment project.

Recording that the number of hutments and units on the said ground and the total area of the land, the density of units being 106 units per hector, which is less than 450 units per hector, as mentioned in DCPR 2034, so as to make available the maximum land for redevelopment, and the project being conferred a status of 'special project', by approving the construction area in excess of permissible construction area for residential and non-residential use, approval was granted to appointment of C&DA through MHADA.

The approval is subject to the following conditions :-

"(1) While appointing C&DA, the share of carpet area index should be done on F.S.I. Sharing principle and the required tender process should be implemented by MHADA.

(2) While finalizing the tender of C&DA for the said redevelopment project, the tender of C&DA providing maximum share of the remaining carpet area excluding rehabilitation should be finalized.

(3) 1600 sq.ft. per acre for residential use under the said redevelopment project Construction area (BUA) should be sanctioned. However, this 1600 sq.ft. out of the construction area, 833.80 sq.ft. construction costs for an area larger than the construction area should be borne by the C&DA assigned to the redevelopment project.

(4) For non-residential use 987 sq.ft. construction area (BUA) should be sanctioned and as per DPR Rules 2034 of 33(5) the construction area 502.83 sq.ft. construction costs for an area larger than the construction area should be borne by the C&DA to be assigned to this redevelopment project.

(5) Protected slum holders coming under the redevelopment project at Motilal Nagar 1, 2 and 3 should be given rehabilitation areas as per the prevailing provisions of the Maharashtra Slum (Improvement, Elimination and Redevelopment) Act, 1971.

(6) C & DA to be appointed for this redevelopment project. Development rights, carpet area index etc. cannot be transferred to third parties in any way without the permission of MHADA. So they cannot create the rights of any third party without the prior permission of MHADA.”

19. The appointment of C&DA is justified by MHADA, on the ground that the project envisaged is a massive redevelopment exercise involving approximately 143 acres land in Goregaon and, since, the redevelopment intends to holistically develop residential and commercial centre, MHADA would require assistance, funding, expertise, competence, network and capacity of skilled third party, which it expects from C&DA, who possess the potential to employ best of the technology for speedy and quality construction. In addition, C&DA shall bear the cost related to the project and shall bring in financial outlay and management expertise, which according to MHADA is not within its permissible limits.

20. The Interim Applications faced an opposition from Mr.Tekchand Khanchandani, the PIL Petitioner and also from the individual societies. We have heard learned counsel Mr.Datta Mane with Mr.Shreyas Chaudhari for the Petitioner in WPL/22731/21, learned counsel Mr.Rajendra K. Vaingankar for the Petitioner in WP/3863/24 and in WP/2370/23 as well as Mr.Gaurav Rane, petitioner-in-person in WP/776/23 and Mr.Pradeep Havnur for the Petitioner in PIL(L)/6555/22. The aforesaid Petitions have opposed the redevelopment through C&DA.

21. In Writ Petition No.2370 of 2023, filed by Motilal Nagar Shiv Co-Operative Housing Society Limited, challenge is raised to the Government Resolutions dated 08/09/2021 and 06/10/2021 and it is submitted that the decision of the State Government be set aside as MHADA has been set up to protect the public interest in large at Mumbai and not to sanction the destruction. It is the specific contention raised in the Petitioner that if the Petitioner is a co-operative housing society and it is conferred with the welfare of the occupants, it has a right to re-develop the society and it is specifically urged before us that the societies are formed by the occupants of different localities, with an object of getting conveyance in their favour, and on 16/06/2011, the society got the conveyance and its name was enrolled in the property card. In this background, it is the claim of the society that it is their prerogative to re-develop the society and not for MHADA to decide the redevelopment programme with appointment of C&DA, though valid resolution being passed by the occupants of the society as mentioned in DCR 33(5) and, particularly, when this Court on 17/10/2013 had permitted development of Motilal Nagar by MHADA on its own.

22. Writ Petition No.3863 of 2024 is filed by Motilal Nagar Rahivasi Vikas Sangh, a co-operative housing society, raise similar challenge to the aforesaid Government Resolutions and it opposed the Interim Applications on the ground that the order dated 17/10/2013 is sought to be modified after much water has flown, as this Court had permitted the redevelopment to be carried out by MHADA itself.

23. In Writ Petition No.776 of 2023, Mr.Gaurav Rane, while raising a challenge to the very said GRs would submit that no consent of the society was obtained before MHADA decided to get the work of redevelopment done through C&DA and, therefore, there is principle of violation of natural justice. In addition, it is also urged that MHADA should develop the property on its own, without intervention of any other agency and he would also vehemently submit that MHADA has fixed its rent, compensation unilaterally and Mr.Rane has urged before us that in the past, while developing Patra Chawl, MHADA has goofed-up the entire project, as a result, the members are still awaiting their houses and he would submit that he do not want that this should be repeated in Motilal Nagar. It is the insistence of Mr.Rane that tripartite agreement shall be executed if at all the C&DA is permitted to redevelop, so that the societies have an assurance of the compliances.

24. In PIL(L) No.6555 of 2022 filed by Mr.Kamal Jagdish Singh, it is urged that if MHADA develops the property on its own, it can retain the FSI and it will be able to accommodate more people, as ultimately its object is housing and it must ensure that the benefits of redevelopment of Motilal Nagar accrues FSI, which is permitted to be utilized for rehabilitating many people of economically weaker section from the society. Even this Petitioner has raised an apprehension that the residents of Motilal Nagar shall not be made to suffer the same fate as Patra Chawl.

25. We have also heard the Petition filed by Motilal Nagar-1-Panchshil Co-Op. Housing Society Ltd. which has sought a permission for self redevelopment and challenged the impugned communication/letter dated 06/08/2019, refusing the permission by stating that a consolidated redevelopment process in terms of DCR 33(5) is proposed and no individual permission can be granted.

26. Mr. Khambatta, has invited our attention to the RFQ cum RFP for the redevelopment of the Motilal Nagar at Goregaon, floated by MHADA for 'redevelopment of Motilala Nagar- I, II and III colonies by MHADB through a construction cum development agreement by appointed of C&DA. Bid document has incorporated the principle terms and conditions of the construction cum development contract and it has defined C&DA to mean the SPB Company formed by the selected Bidder for the project, who will construct the rehabilitation component and MHADB premises, reservation amenities along with the infrastructure as set out in the construction cum development agreement.

The draft construction cum development agreement to be entered with the C & DA or the SPB company is also placed before us by MHADA and we have perused its clauses minutely.

The agreement has highlighted scope of the project and this contemplate preparation of master plan of the project, preparation of necessary architectural and structural drawings for each component that is to be constructed and to obtain necessary approvals in the name of MHADA for

rehabilitation component, reservation amenities and MHADA premises. It also shall incur the cost to ensure shifting and rehabilitation of the MHADA eligible tenants shops, and slum dwellers and is responsible for facilitating and supporting their redevelopment which shall be phase/sector wise.

The agreement clearly stipulate that C & DA shall undertake at their cost for and on behalf of MHADA/MHADB, the redevelopment of rehabilitation component, reservation amenities and MHADB premises, which shall consist of the following:-

- a. Rehabilitation houses for approximately 3,372 numbers of MHADA eligible tenements, each having Built-up area of 1600 sqft.
- b. Rehabilitation MHADA eligible shops for approximately 328 numbers, each having built-up area of 987 sqft.
- c. Rehabilitation of MHADA eligible slums dwellers and development of amenities for approximately 1,600 number, as per applicable SRA norms and DCPR 2034.
- d. MHADB Premises as per the Bid Criteria Share
- e. Services and infrastructure based on town planning standards, MCGM rules and relevant provisions of MHADA.
- f. Transit accommodation as required for residential and commercial units, as per the DCPR 2034.
- g. Further the C& DA shall also be responsible to construct, for and on behalf o MHADB, and at the costs of the C& DA, the various Reservation Amenities.”

27. Clause 2.1., which deals with grant of development right categorically prescribed that the authority, grant development right in respect of the C & DA share coupled with the right and entitlement to use the same in the development and construction and disposal of the C & DA premises including any right generated of such development, in the same proportion to such proportion of Rehabilitation Component

and the MHADA premises and associates amenities, the construction of which has been sanctioned/ approved in phasewise manner.

It is also further contemplated that the commencement certificate and the occupation certificate for C& DA share will be issued by MHADA in phases proportionate to the commencement certificate issued for rehabilitation premises and MHADA share.

28. The agreement also contemplate that the entire cost of the project shall be borne by C & DA and the compensation to be awarded to it shall be only in form of FSI and the bidder quoting the highest bid criteria share of the sale FSI will be appointed.

29. The agreement also cover the necessary details of grant of development right and the effective date and clause 2.1.3.2 record thus:-

“2.1.3.2 Project land is owned by MHADB who shall continue to retain land ownership. Land or land ownership rights will not be parted with the C&DA. The ownership (free hold rights) of the land shall at all times remain with MHADB. However, MHADB shall convey the leasehold rights in respect of parts of the land to the respective holders, purchasers and owners thereof, including registered co-operative societies or similar such bodies, C&DA or organisations formed by C&DA/ C&DA nominated agencies, in a phased manner concurrent to the completion of such buildings and such lease period shall be for a period as per the prevailing policies of MHADA/MHADB.”

30. When, we have perused the draft agreement, it is evident to us that the MHADA shall continue to hold the title to the

land even after appointment of the agencies and in no case the ownership shall be parted with C & DA. In addition, it will not be permissible for C & DA to mortgage the land in order to raise finance and create the third party interest. Apart from this, MHADA continue to exercise complete control over the project and for this purpose it is imperative for C& DA to furnish monthly progress reports to MHADA and attend the quarterly review meetings. MHADA is also empowered to conduct monthly inspections of the project so as to discourage any delay/deficiency.

31. Certain safeguards in the proposed arrangement will allay the fears of the Petitioners, who are opposing the Interim Applications as well as the PIL Petitioner, and this includes the following safeguards:-

(i) Timebound Development: Project completion timeline established at 7 years, subject to limited exceptions such as force majeure, approvals and permission from various authorities, and facilitation by MHADA;

(ii) In case of delay due to a material breach on the part of the C& DA (not on account of a force majeure event or delay in facilitation by MHADA), pre-estimated damages for delay at 0.01.% per month in proportion to the cost of the cluster affected, shall be levied.

(iii) Performance Guarantee: C& DA to furnish a performance bank guarantee to MHADA equivalent to 3 % of ready reckoner value of the Rehabilitation Component + Reservation Amenities + MHADA share (estimated to be approximately INR 500 crores).

(iv) Phased Redevelopment: C& DA will implement the Project in phases. During the construction of any phases, residents of balance phases will be residing in the same place or in transit accommodation. Further, the shifting of infrastructure will be undertaken in a way that existing infrastructure and services to other existing buildings/ chawls is not affected and remains functional. Additionally, MHADA will convey leasehold rights in respect of parts of the land to the relevant person / body in a phased manner concurrent to the completion of such buildings.

32. In addition, the MHADA has reserved its rights to substitute the C& DA in case of any event of default, which includes situation such as no progress in work in respect of the rehabilitation component, reservation amenities, by specifically setting out the event of default.

33. The aforesaid factors assist us in consideration of the reliefs prayed in the Interim Applications filed by MHADA seeking appointment of C& DA and also in modifying the order dated 17/10/2013.

We have already noted order dated 17/10/2013, which was passed when the unamended DCR 33(5) pertaining to development/redevelopment of housing schemes of Maharashtra Housing and Area Development Authority MHADA was in force, the said DCR contemplated, rehabilitation area entitlement for an existing residential tenement in the manner set out in clause (A) along with the incentive FSI under clause (B) with the sharing of balance FSI as prescribed in clause (c).

The Government of Maharashtra through its Urban Development Department on 5/12/2018 modified the regulation 33(5) of DCR for greater Mumbai and at the relevant time regulation 33(5) read thus:-

“33(5) Development/redevelopment of Housing Scheme of Maharashtra Housing & Area Development Authority..

1) The FSI for a new constructed tenements scheme of Low Cost Housing Schemes on vacant lands for Economically Weaker Section, Low Income Groups & Middle Income Group of the MHADA having at least 60% built up area in the form of tenements under EWS, LIG & MIG categories shall be 2.50.

2) For redevelopment of existing housing schemes of MHADA, undertaken by the MHADA departmentally or jointly with societies/occupiers of buildings or by housing societies/occupiers of building or by lessees of MHADA or by the developer, the FSI shall be as under -

- a) Total permissible FSI shall be 2.5 on gross plot area.
- b) The incentive FSI admissible against the FSI required for rehabilitation shall be as under.”

34. The aforesaid was substituted by notification dated 12/11/2018 and clause 2.2 of Regulation 33(5) thereafter, read thus:-

“2.2 Where redevelopment of buildings in the existing Housing Schemes of MHADA is undertaken by MHADA or jointly by MHADA along with the housing societies or along with the occupiers of such building or along with the lessees of MHADA, the Rehabilitation Area Entitlement shall be as follows.”

35. The amended clause therefore permit the redevelopment of buildings in the existing housing scheme of MHADA, by MHADA in either of the following modes:-

- (i) MHADA;
- (ii) jointly by MHADA along with Housing Society;
- (iii) Jointly by MHADA along with occupiers of such building or;
- (iv) jointly by MHADA along with lessees of MHADA.

36. In light of the amended DCR Regulation 33(5), when a statement was made before this Court, on behalf of MHADA that it was willing to undertake development itself, as per amended DCR 33(5), this Court recorded that if MHADA is willing to undertake development, the issue of unauthorized construction will be taken care of and there is no necessity for issuing directions for demolition of unauthorized constructions. MHADA was clear in its stand to undertake

redevelopment of the entire colony situated on the land belonging to MHADA as a systematic activity and in the wake of the deletion of the words 'departmentally' which was present in the Regulation 33(5) prior to its amendment, the contradiction is apparent that MHADA may not necessarily contemplate the re-development departmentally i.e. by using an inhouse mechanism. By deletion of the words 'departmentally' when the modified DCR 33(5) permit development to be carried out by MHADA, we see no legal impediment in MHADA carrying out the work of re-development by appointing an agency who shall act on its behalf but the entire control over the agency shall be retained by MHADA itself and this is implicitly clear from the tender document as well as the draft of the agreement to be entered with the entity who shall act as a C&DA.

If MHADA can redevelop the societies and buildings situated on its land through any other agency since it is its specific stand, that it do not have the resources of its own to undertake such a gigantic project and also do not possess the expertise in technical field, we do not think that we are entitle to substitute its decision, which is taken after considering the pros and cons of the matter and with a avowed purpose of reconstruction of the dilapidated buildings, which are now posing threat and danger to life of its occupants. Acting in tune with this objective as contemplated under the Statute under which it is establish, MHADA is all it way to carry out the project of redevelopment of Motilal Nagar I, II and III but through an agency to be chosen by it by an open tender process with specific stringent condition being imposed, which

we are not call upon to decide here, but since Mr. Khambatta, the learned Senior Counsel has made a statement that the DCR in relation to re-development by MHADA i.e. Regulation 33(5) shall be stringently followed and all the occupants shall be given their due share of rent/compensation and separate agreements will be executed with them and we have no hesitancy in our mind that MHADA is on its forefront to re-develop Motilal Nagar I, II, III, which are the building constructed around the year 1960, under the slum rehabilitation scheme and almost what unit holders have made structural alteration in the original structure of the unit without necessary permission and that is why the PIL petitioner has approached this Court calling for its demolition. However, since now MHADA has undertaken to re-develop Motilal Nagar I and II by itself in terms of the amended DCR regulation 33(5), with the said project being declared as 'Special Project' by the State Government, the only argument advanced that MHADA has sufficient funds and it has advanced loans to various entities definitely shall not deter us from granting our approval to MHADA by permitting redevelopment to be carried out by appointing C & DA as stated in the application. According to us, though the order dated 17/10/2013, do not fall for modification, but we must clarify that when it was directed that the MHADA shall carry out the re-development 'on its own' in the wake of the amended DCR 33(5), it is permissible for MHADA to appoint an agency to carryout the project of re-development.

37. Wisdom and advisability of economic policies are ordinarily not amenable to judicial review unless it is

demonstrated that the policy is contrary to any statutory provision or the constitution itself. It is not open for the Courts to consider the relative merits of different economic policies and consider whether a wiser or better one can be evolved. In the areas of commerce involving financial decisions, a greater latitude is available to the executive and the Court shall not sit in judgment over the wisdom of the policy of the legislature or the executive. In *BALCO Employees Union (REGD) vs. Union of India*¹, the Court observed thus:-

“92. In a democracy, it is the prerogative of each elected Government to follow its own policy. Often a change in Government may result in the shift in focus or change in economic policies. Any such change may result in adversely affecting some vested interests. Unless any illegality is committed in the execution of the policy or the same is contrary to law or mala fide, a decision bringing about change cannot per se be interfered with by the court. 93. Wisdom and advisability of economic policies are ordinarily not amenable to judicial review unless it can be demonstrated that the policy is contrary to any statutory provision or the Constitution. In other words, it is not for the courts to consider relative merits of different economic policies and consider whether a wiser or better one can be evolved. For testing the correctness of a policy, the appropriate forum is Parliament and not the courts. Here the policy was tested and the motion defeated in the Lok Sabha on 1-3-2001.”

It is categorically held that ‘it is not the domain of the Court to embark upon an uncharted ocean of public policy in an exercise to consider as to whether a particular public policy is wise or a better policy could have been evolved and such exercise is left to the discretion of the executive and the legislative authorities as the case may be’.

38. The Courts are expected to act with a great caution while it interferes with the priorities fixed by the Government, unless it is established that the decision taken by it is patently

1 (2002) 2 SCC 333

arbitrary and/or not in larger public interest. The Government should be free to take policy decisions or to decide priorities and it is better left to the wisdom of the State, which is well advised by the bureaucrats, and its other officers, who possess an expertise in taking policy decisions, which may involve various factors like the availability of fund, the requirement of the State to focus upon a particular sector in precedence over the other etc. The wisdom and advisability of such policy decisions are not ordinarily amenable to judicial review and it is time and again specifically held that economic and fiscal regulatory measures are field, where Judges should encroach upon warily as Judges are not experts in these matters.

39. In the present case, when the State Government has declared the project of Motilal Nagar as a 'Special Project' by issuing a government resolution and has accorded its green signal for MHADA to undertake the re-development of Motilal Nagar- I, II and III, by appointing a C & DA, by ensuring that MHADA retains its control over the project but in absence of the necessary potential to accomplish the huge project, it is chosen to work through the C&DA and, since, the decision is based on economic viability as well as the capability of MHADA to undertake the process of re-development, we are not inclined to entertain with the same, in the wake of limited scope being available to us in exercise of writ jurisdiction under Article 226 of Constitution.

40. In the wake of the aforesaid, Interim Application(L) No. 4611 of 2021 in Public Interest Litigation No.93 of 2013 and Interim Application (L) No.5170 of 2021 in Public Interest

Litigation No.103 of 2013, are allowed in terms of prayer clause (a).

Interim Application No.3336 of 2024 in Public Interest Litigation No.103 of 2013 stands dismissed.

41. As far as the two Public Interest Litigation Nos.103 of 2013 and 93 of 2013 are concerned, which seek demolition of the unauthorized structures in Motilal Nagar I, II and III, in the wake of the Interim Applications filed by MHADA, being allowed, nothing survives for adjudication in the said Public Interest Litigation and the same are disposed off.

42. Writ Petition Nos.2370 of 2023, 3863 of 2024, 776 of 2023, Writ Petition (L) No.22731 of 2021, which raise challenge to the Government Resolutions dated 08/09/2021 and 06/10/2021, are dismissed.

43. As far as Public Interest Litigation (L) No.6555 of 2022 is concerned, which has sought a direction to the Respondents to permit redevelopment by MHADA 'on its own', in the wake of the aforesaid discussion, deserve a dismissal and is accordingly dismissed.

44. In view of the disposal of the Public Interest Litigations and Writ Petitions as above, all the pending applications therein stand disposed of.

(BHARATI DANGRE, J.)

(CHIEF JUSTICE)