

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CONTEMPT PETITION (L) NO. 28889 OF 2025
IN

WRIT PETITION NO. 185 OF 2025

Thalia And Aishwarya Builders ...Petitioner(s)
Versus
Milind Borikar, Vice Chairman & Chief Officer
Mumbai Board & Ors. ...Respondent(s)

WITH
CONTEMPT PETITION NO. 64 OF 2025

IN

WRIT PETITION NO. 185 OF 2025

Suresh Awate and Ors. ...Petitioner(s)
Versus
Milind Borikar, Vice Chairman & Chief Officer
Mumbai Board & Ors. ...Respondent(s)

WITH
WRIT PETITION NO. 185 OF 2025

Nehru Nagar Ajinkyatara CHS Ltd. ...Petitioner
Versus
The MHADA & Ors. ...Respondent(s)

WITH
INTERIM APPLICATION (L) NO. 28884 OF 2025
IN

WRIT PETITION NO. 185 OF 2025

Thalia And Aishwarya Builders ...Applicant
IN THE MATTER BETWEEN
Nehru Nagar Ajinkyatara CHS Ltd. ...Petitioner
Versus
The MHADA & Ors. ...Respondent(s)

Mr. Aditya Shirke, Advocate for Petitioner in CONPW(L)/28889/2025 and for Respondent No. 5 in CONPW/64/2025.

Mr. Arjun Yadav, Advocate for Petitioner in CONPW/64/205.

Mr. Akshay Shinde, Advocate for MHADA.

Mr. Milind More, Addl. G.P. for State.

Mr. G. S. Hegde, Senior Advocate along with Mr. Ajay Khaire and Ms. P. M. Bhansali, Advocates for MMRDA.

Mr. Nilesh Pandit along with Ms. Sandhya Pol, Advocates for Respondent No. 7-society of 70 members.

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

DATE: 16th October 2025

P.C.

1. Prima facie, we find that the MHADA is in contempt of order dated 20th December 2024 passed by this Court as clause (9) of the Consent Terms has clearly been breached, as free plot is not made available to the new society formed by 70 members although lease deed has been executed and possession of the plot is offered. However, this would not suffice as the MHADA is already under an obligation to remove the reservation as also the water tanks and electricity meters and then to hand over a clear plot for development. It is for this reason that 70 members of Building Nos.82 and 83 are not handing over the existing old building in favour of the MHADA or the MMRDA or developer appointed by other society of 50 members. This is delaying the development work and it is also adversely affecting public works as undertaken by the MHADA. In this view of the matter, before we proceed to pass further appropriate orders, it is appropriate that the MHADA complies its obligation under the Consent Terms and more particularly in clause (9) of the Consent Terms within a period of one month from today. This time is being granted only as an indulgence and reserving any order which would be required to be passed considering that there is already an existing breach of the order passed by this Court. This apart, the delay in the public project as also the delay in rehousing the 50 members' society is being delayed and such financial burden also would be required to be held to be the liability of the MHADA in these peculiar

circumstances, for which, appropriate orders can be passed on an application being moved on behalf of the parties.

2. Be that as it may, we are of the clear opinion that the possession of the alternative plot to the new society of 70 members has already been handed over, lease deed is also entered into and it is already registered. However, the said documents have remained to be a paper possession as the further consequent steps of removing reservation as undertaken by the MHADA is yet to happen as also the removal of the water tanks and the electricity meters. However, this ought not to stand in the way of new society of 70 members holding onto their earlier tenements which is a completely different building, partly demolished. Even the doors and windows have been taken away.

3. We, accordingly, direct that within 10 days from today, the new society of 70 members would hand over unconditionally the possession of the old structures/building in favour of MMRDA or MHADA or to the developer appointed by the existing society of 50 members. This shall certainly be subject to all rights, contentions and entitlements of the new society of 70 members to have the alternate plot, subject matter of the lease deed as also compliance of the conditions agreed in the consent terms and orders passed by this Court by MHADA in regard to which we have already made observations hereinabove.

4. We keep open all such contentions of the new society of 70 members so that there are no hurdles in the new society undertaking the development of the building by appointing the developer who has stated to have already been appointed.

5. In this view of the matter, for further compliances, we adjourn the proceedings to **4th November 2025 (H.O.B.)**

6. The photographs of the different building as tendered by Mr. Shinde, learned counsel for MHADA, are taken on record.

7. If possession is not handed over as directed by us, MHADA/MMRDA would be empowered to take coercive possession of the different building and for which, appropriate police help would also be provided by the Officer In-charge of the local police.

8. At this stage, Mr. Pandit, learned counsel for respondent No.7, makes a statement that peaceful possession would be handed over. The statement is accepted. In that case, what has been observed hereinabove ought not to be resorted.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)