

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 18080 OF 2024

M/S Tulsi Siddhi Dream Homes LLP Through Its ...Petitioner
Partner Manish Sawant

Versus

Apex Grievance Redressal Committee Through Its ...Respondents
Chairman & Ors

WITH

WRIT PETITION NO. 18113 OF 2024

Mr. Anoshak Davar, a/w Rajeev Singh, Aditya Mhatre, i/b Dhaval Ved, for the Petitioner in WP/18080/24.

Mr. Rushabh Sheth, a/w Akshay Zantye, for Petitioner in WP/18113/24.

Mr. Fakhruddin Khan, for Respondents Nos.2 to 5.

Dr. Dhruva Kapadia, a/w Kavita Dhanuka, for Respondent-AGRC.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : February 9, 2026

ORDER :

1. Mentioned.
2. The captioned Petitions listed at Sr. No.55 today, are taken up out of turn in view of the settlement reached between the two Petitioners, Respondent No.2 (in both Petitions) and Respondent No.5. The aforesaid parties have executed the Consent Terms dated February

9, 2026 in full and final settlement of the *inter se* disputes between the Petitioners and Respondent No.2 in respect of the claim entitlements for development of the land which is now designated as a slum rehabilitation area.

3. The Learned Advocates for the parties jointly submit that it is abundantly clear to them that the settlement of the disputes between them is a settlement of the *inter se* disputes and would not have any specific implications for the Apex Grievance Redressal Committee (“**AGRC**”), Respondent No.1, which is not a party to the settlement. However, they would be at liberty to address the Slum Rehabilitation Authority and the AGRC about their settlement. Their *inter se* rights would be subject always to the binding terms of the settlement terms arrived at in the Consent Terms tendered across the bar today. The Consent Terms tendered by them are marked ‘X’ for identification and taken on record.

4. Learned Counsel for the parties submit that there is nothing in these Consent Terms that is contrary to any provision of law. Consequently, undertakings contained in the Consent Terms are accepted as undertakings given to the Court.

5. Both the captioned Petitions are disposed of in terms of the Consent Terms arrived at.

6. It is also clarified that in view of the settlement arrived at between the parties, the *inter se* lis between the parties which was agitated before the AGRC stands resolved and this would constitute setting aside of the Impugned Order by consent. Any further pursuit of their rights under the Maharashtra Slum Areas (Improvement, Clearance, and Redevelopment) Act, 1971 ("***Slum Act***"), before the AGRC would need to be in accordance with law but on the premise that the Impugned Orders as they stand, the grievances from which have been settled, would no longer govern the *inter se* rights and obligations between the parties. Liberty to approach the Slum Rehabilitation Authority, the AGRC and other machinery under the Slum Act to pursue their rights further.

7. Liberty to file *vakalatnama* on behalf of Respondent Nos.2 and 3.

8. The captioned Petitions are ***disposed of*** in the aforesaid terms.

9. 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.]