

AGK

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.2958 OF 2026

Sher-E-Punjab Coop. Housing

Society Limited, Garden Lane,

Sher-E-Punjab Colony, Off.

Mahakali Caves Road, Andheri (E),

Mumbai 400 093

... Petitioner

ATUL
GANESH
KULKARNI

Digitally signed by
ATUL GANESH
KULKARNI
Date: 2026.05.07
11:50:15 +0530

Vs.

- 1. District Deputy Registrar-3, Coop. Societies**, MHADA Building, Ground Floor, Room No.69, Bandra (East), Mumbai – 400 051
- 2. Hilton Tower Cooperative Housing Society Limited**, C.T.S. No.368/295, of Village Mogra, Taluka Andheri, Mumbai Suburban District, Plot No.368/295, Shere-E-Punjab Society, Mahakali Caves Road, Andheri (East), Mumbai 400 093
- 3. Hilton Tower 'D' Wing Coop. Housing Society Limited**, CTS No.368/295 of Village Mogra, Taluka Andheri, Mumbai Suburban District, Plot No.368/295, Shere-E-Punjab Society, Mahakali Caves Road, Andheri (East), Mumbai 400 093
- 4. N.G. Builders and Developers**, A proprietorship firm through its partner Mr. Narinder Gupta, R.N.A. House, Veer Nariman Road,

Fort, Mumbai – 400 023

5. Kulashree S.R.A. Coop. Housing Society Limited, CTS No.368/295-A, Village-Mogra, Gulshan Nagar, Andheri (East), Mumbai 400 060

6. Kulashree Heights Coop. Housing Society Limited, CTS No.368/295-A, Village Mogra, Gulshan Nagar, Andheri (East), Mumbai 400 060

... Respondents

Mr. Vikramjit Garewal with Mr. Kush Shah i/by Mr. Vikrant D. Shetty for the petitioner.

Ms. Aloka A. Nadkarni, AGP for respondent No.1-State.

Mr. Prasad B. Kulkarni with Mr. Suhas Ghorpade for respondent Nos.2 and 3.

CORAM : AMIT BORKAR, J.

RESERVED ON : MAY 5, 2026.

PRONOUNCED ON : MAY 7, 2026

JUDGMENT:

1. By the present writ petition instituted under Articles 226 and 227 of the Constitution of India, the petitioner has assailed the order dated 18 November 2025 passed by respondent No.1 in Application No.71 of 2025, whereby unilateral deemed conveyance has been granted in favour of respondent Nos.2 and 3 in respect of the subject property.

2. The facts giving rise to the present proceedings, as pleaded by the petitioner, may briefly be stated thus. The petitioner claims to be the owner of land bearing Survey No.29 Hissa Nos.2 and 4,

Survey No.30 Hissa No.1, Survey No.31, Survey No.32, Survey No.33, Survey No.34, Survey No.35 Hissa No.1, Survey No.36 Hissa Nos.6 and 7, Survey No.37 Hissa No.1 and Survey No.43 situated at Village Mogra, South Salsette, Taluka Andheri, Mumbai, admeasuring in aggregate about 2,74,132.76 sq. mtrs. (hereinafter referred to as the “Larger Property”). It is the case of the petitioner that by an Agreement dated 5 July 1985, respondent No.4 was permitted to develop a portion of the Larger Property, more particularly land bearing City Survey No.368/295A admeasuring 4656 sq. mtrs. together with encroached land admeasuring 298 sq. mtrs., aggregating to 4954 sq. mtrs. (hereinafter referred to as the “Development Area”). Certain terms and conditions of the said Agreement were subsequently modified by a Supplemental Agreement dated 27 June 1986.

3. In furtherance of the aforesaid arrangement, the petitioner on 27 June 1986 executed a Power of Attorney in favour of respondent No.4. According to the petitioner, the scope of the said Power of Attorney was limited in nature and merely authorized respondent No.4 to create restricted leasehold rights in respect of the Development Area. The petitioner has further contended that several buildings belonging to different co-operative housing societies exist on land bearing City Survey No.368/295A and no independent bifurcation or subdivision of the land has at any point of time been effected in respect of the buildings occupied by the respective societies.

4. It appears that thereafter, on 27 May 1987, respondent No.4 obtained an Intimation of Disapproval (“IoD”) from the Municipal

Corporation of Greater Mumbai, which subsequently came to be amended on 26 November 1997. The petitioner has further placed reliance upon an Agreement for Sale dated 23 November 1997 allegedly executed by respondent No.4 with a flat purchaser of respondent No.2 in relation to Flat No.112, B Wing, Hilton Tower ("AFS-1"). The said Agreement, inter alia, records that: (i) the petitioner was the owner of an area admeasuring 6464.60 sq. mtrs. forming part of Plot No.368/295 and constituting a portion of the Larger Property; (ii) out of the said area, 4656.06 sq. mtrs. was permitted to be developed, whereas the balance area was reserved for a garden; (iii) respondent No.4, as promoter, was proposing to construct additional floors by utilizing additional FSI which may become available in respect of the Development Plan Road or otherwise through the petitioner; (iv) respondent No.4 was obliged to transfer the property and structure only upon completion and permission for construction of additional floors in Hilton Tower; and (v) the purchasers expressly acknowledged availability of further FSI and irrevocably consented to utilization thereof by respondent No.4 without raising any objection in relation to future construction activities.

5. The petitioner has further averred that on 30 June 2000, respondent No.4 entered into another Agreement for Sale ("AFS-2") with a flat purchaser of respondent No.3 in respect of Flat No.303 in D Wing, Hilton Tower, on substantially similar terms and conditions. It is the specific case of the petitioner that it was neither a party to the said Agreement nor had any knowledge thereof at the relevant point of time. The petitioner has invited

attention to the recital contained in AFS-2 to the effect that the promoter was entitled to transfer and/or assign the benefit of additional FSI, TDR or other developmental rights in respect of the property in favour of third parties.

6. According to the petitioner, respondent Nos.2 and 3 came to be independently constituted and registered as separate co-operative housing societies sometime in the year 2005, allegedly in breach of the terms governing the development arrangement and without consent or participation of the petitioner. Nevertheless, the petitioner contends that respondent Nos.2 and 3 continued to remain members of the petitioner society and had, in fact, stepped into the position earlier occupied by respondent No.4. In support of the said contention, reliance is placed on the circumstance that maintenance charges were regularly levied by the petitioner upon respondent Nos.2 and 3 after their formation. It is the grievance of the petitioner that respondent Nos.2 and 3 subsequently discontinued payment of maintenance charges and simultaneously asserted rights adverse to the petitioner by claiming entitlement to conveyance of the property.

7. The record further indicates that on 9 August 2018, the petitioner addressed a communication calling upon respondent Nos.2 and 3 to co-operate with the survey authorities for measurement and demarcation of the land in question. Under the said communication, the petitioner reiterated its stand that it was a plot owners' society and continued to be the owner of the Development Area, whereas respondent No.4 was merely an allottee/member who had undertaken construction activity upon

the said property.

8. Thereafter, by a communication dated 25 January 2019, the petitioner called upon respondent Nos.2 and 3 to furnish copies of the development agreement allegedly executed by respondent No.4. According to the petitioner, despite repeated requests, the said documents were not supplied. It is further stated that on 9 May 2019, the petitioner once again addressed a communication to respondent Nos.2 and 3 alleging that they had obstructed entry of the Government Surveyor into the premises and had refused to permit measurement of the area occupied and consumed by the respective societies.

9. The petitioner has further stated that on 22 February 2025, respondent Nos.2 and 3, through their advocates, issued a notice to the petitioner as well as respondent No.4 calling upon them to furnish relevant documents for execution of conveyance, failing which proceedings for deemed conveyance would be initiated before respondent No.1. Thereafter, on 7 April 2025, respondent Nos.2 and 3 obtained an Architect's Certificate purporting to certify the area allegedly attributable to them. The petitioner has disputed the correctness of the said certificate on the ground that the same does not account for the existence of multiple buildings and several societies, including respondent Nos.5 and 6, situated upon the larger layout. The petitioner further contends that the proportionate benefit arising out of FSI advantage area does not accrue to respondent Nos.2 and 3, but continues to vest with the promoter and/or the petitioner in terms of the governing agreements as well as applicable legal position. It is, therefore,

contended that the FSI advantage area admeasuring 1951.66 sq. mtrs. has been erroneously included in the conveyance granted in favour of respondent Nos.2 and 3.

10. It is further the case of the petitioner that respondent Nos.2 and 3 have continuously defaulted in payment of maintenance charges payable to the petitioner society. In that regard, a notice dated 20 August 2020 was issued to respondent No.2 calling upon it to clear outstanding dues. Thereafter, a further reminder notice dated 26 March 2025 also came to be issued. According to the petitioner, as on 26 March 2025, an aggregate amount of Rs.61,29,746/- remained due and payable by respondent Nos.2 and 3 towards maintenance and other charges.

11. The petitioner has stated that in response to the communication dated 26 March 2025, respondent No.2, by its letter dated 11 April 2025, denied that it was a member of the petitioner society and disputed the legality of the demands raised by the petitioner. Thereafter, on 3 May 2025, respondent Nos.2 and 3 instituted proceedings before respondent No.1 seeking unilateral deemed conveyance and claimed entitlement in the following manner:

Party	Land area claimed	Proportionate FSI benefit claimed
Respondent No.2	2761.24 sq. m.	1,448.30 sq. m.
Respondent No.3	959.66 sq. m.	503.36 sq. m.
Total	3,720.90 sq. m.	1,951.66 sq. m.

12. The said application was opposed by the present petitioner, who was arrayed as Opponent No.2 therein, as also by respondent No.6, who was impleaded as Opponent No.4. Replies came to be filed by the contesting parties and thereafter respondent Nos.2 and 3 filed rejoinders thereto. The parties were heard by respondent No.1 on 22 September 2025 and written submissions were also tendered on record. Upon conclusion of the proceedings, the matter was reserved for orders and ultimately, by the impugned order dated 18 November 2025, respondent No.1 allowed the application and granted deemed conveyance in favour of respondent Nos.2 and 3. Being aggrieved thereby, the petitioner has invoked the writ jurisdiction of this Court.

13. Mr. Vikramjit Garewal, learned counsel appearing on behalf of the petitioner, submitted that the Power of Attorney executed in favour of the developer was of a limited nature and merely authorized the developer to create leasehold rights in respect of the subject property. According to him, the authority conferred under the said document did not contemplate transfer of ownership rights and, therefore, respondent No.2 society could not have claimed absolute ownership or sought unilateral deemed conveyance in respect of the property. Learned counsel further submitted that mere execution of a Power of Attorney in favour of the developer, particularly in absence of any independent development agreement brought on record, would not ipso facto render the petitioner a “promoter” within the meaning of the provisions of the Maharashtra Ownership Flats Act.

14. Inviting attention of the Court to the specific recitals contained in the Power of Attorney, learned counsel for the petitioner submitted that the authority granted to the developer was confined only to execution of lease deeds pertaining to land admeasuring 4954 sq. mtrs. He contended that there is no material available on record to indicate that any monetary consideration was paid by the developer to the petitioner under the alleged development arrangement and, therefore, the essential attributes necessary for treating the petitioner as a promoter are absent in the present case. It was further submitted that respondent No.2, at the highest, could only claim status as a member of the petitioner society, considering that the petitioner is a tenant ownership co-operative society. Proceeding on the said basis, learned counsel argued that the Competent Authority committed manifest error in directing grant of deemed conveyance in favour of respondent No.2 by conferring ownership rights over the subject property.

15. Per contra, Mr. Prasad Kulkarni, learned counsel appearing on behalf of respondent No.2, opposed the petition and supported the impugned order. He submitted that under the Agreement dated 5 July 1985, the petitioner had expressly authorized the developer to undertake development of the property and to utilize the FSI available in relation thereto. He submitted that in furtherance of the said arrangement, the petitioner had also executed a comprehensive Power of Attorney in favour of the developer empowering him to undertake various acts necessary for implementation of the development project. Learned counsel further submitted that by virtue of the Supplemental Agreement

dated 27 June 1986, the original terms and conditions governing the transaction were modified and the benefit of additional FSI was also extended in favour of the developer. Learned counsel for respondent No.2 further submitted that any alleged dispute inter se between the petitioner as land owner, the developer, or third parties, cannot constitute a valid or lawful ground for withholding conveyance in favour of the flat purchasers' organization. According to him, all jurisdictional facts and statutory requirements contemplated under Section 11 of the Maharashtra Ownership Flats Act stood duly satisfied, including existence of agreements executed under Section 4 and failure on the part of the promoter to execute conveyance in favour of the society within the prescribed period. He therefore submitted that the Competent Authority rightly exercised powers under the statute and directed grant of unilateral deemed conveyance in favour of respondent No.2 society representing the flat purchasers. On the aforesaid grounds, learned counsel prayed for dismissal of the writ petition.

REASONS AND ANALYSIS:

16. I have given my anxious consideration to the rival submissions and gone through the record placed before this Court. The issue which remains for determination is whether the impugned order dated 18 November 2025 suffers from such manifest illegality, want of jurisdiction, or perversity which would invite interference in writ jurisdiction. On overall assessment, I am unable to accept the challenge of the petitioner.

17. The principal submission advanced on behalf of the petitioner is founded upon the wording of the Power of Attorney executed in favour of respondent No.4. According to the petitioner, the authority granted under the said document was of a very limited nature and merely enabled creation of leasehold rights in respect of the development area. On that basis, it is contended that respondent No.2 society could never claim ownership rights nor seek unilateral deemed conveyance under the provisions of the Maharashtra Ownership Flats Act.

18. It is well settled that while construing transactions arising out of development projects, the Court cannot separate one document from the chain of arrangements and treat it as conclusive. The Power of Attorney cannot be lifted out from the surrounding contracts and interpreted as though it exists in isolation. The said document has to be read conjointly with the original agreement dated 5 July 1985, the supplemental agreement dated 27 June 1986, the subsequent agreements for sale executed with flat purchasers, the permissions obtained from the municipal authorities, the utilisation of FSI, and the long subsequent conduct of parties extending over several years. If the documents are read together, it becomes evident that the transaction was not one of a mere lease arrangement. The material on record indicates a development project where flats were intended to be constructed and sold to purchasers through respondent No.4 with the participation of the petitioner.

19. In matters arising under MOFA, the Court is required to examine the substance rather than merely the nomenclature

employed in documents. Parties may describe a transaction in one form while their conduct and obligations may reveal a different legal character altogether. If the argument of the petitioner is accepted, every landowner would execute a carefully worded Power of Attorney restricting expressions relating to ownership and thereafter seek to avoid all obligations under the statute despite having participated in the project. Such interpretation would frustrate the object of the enactment which is intended to protect flat purchasers and secure conveyance in favour of their organization.

20. The judgments of this Court in *Paramanand Builders LLP vs Competent Authority & District Deputy Registrar*, 2026 SCC OnLine Bom 1522 and *Nusli Neville Wadia vs Ijimima - Imitation Jewellery Market Co-operative Society and Others*, 2026 SCC OnLine Bom 1520 have explained the width and amplitude of Section 2(c) of MOFA in detail. The Legislature has employed broad language while defining the expression “promoter”. The provision does not confine itself merely to the person who physically lays constructs the building with his own hands. The definition expressly includes every person who “constructs or causes to be constructed” a building for the purpose of sale of flats. The words “causes to be constructed” are of significance. Those words are inserted to cover situations where a landowner sets the development project into motion by permitting development, granting authority, making available land and FSI, and enabling sale of flats to the public.

21. In the present matter, the conduct of the petitioner demonstrates active participation in the project. The petitioner entered into the agreement dated 5 July 1985 permitting development of the land. Thereafter, a supplemental agreement extending and modifying rights came to be executed. The petitioner also executed a Power of Attorney in favour of respondent No.4 enabling the developer to undertake various acts connected with the project. The sale agreements executed with flat purchasers further disclose that the development was carried out with reference to the rights flowing from the petitioner. Recitals contained in those agreements refer to the ownership position of the petitioner, the extent of development area, the proposed utilisation of FSI, and future construction activities. They indicate facilitation and authorisation of the development.

22. The petitioner also cannot overlook the practical reality that the project was carried to completion, flats were sold to various purchasers, societies came to be formed, and occupation continued over a substantial length of time without any challenge at the relevant stage. If truly the petitioner intended merely to permit creation of temporary lease rights without attracting obligations under MOFA, the record does not indicate any disclosure of such restricted intention to the flat purchasers. The purchasers entered the project believing that statutory rights under MOFA would eventually mature in their favour. The Act cannot permit a situation where after permitting construction and sale for decades, the landowner turns around and asserts that the provisions relating to conveyance never applied.

23. The further submission advanced on behalf of the petitioner is that there existed no development agreement and that no material has been produced to demonstrate payment of monetary consideration by the developer to the petitioner. According to the petitioner, absence of these elements dis-entitles respondent No.2 from contending that the petitioner acted as promoter. This argument also does not persuade the Court. Commercial arrangements concerning development of immovable property are not always reflected in a document carrying the title “development agreement”. Very often, rights and obligations emerge cumulatively from several documents, powers, permissions, representations and subsequent conduct of parties.

24. Equally, consideration in development transactions cannot be understood in a narrow sense as meaning only direct cash payment capable of proof. Modern development arrangements involve reciprocal commercial benefits which may take different forms. The owner may permit use of land, grant authority to exploit FSI potential, permit sale of flats or allow development rights to be commercially utilised. Such benefits are also valuable consideration. Therefore, absence of proof of cash payment cannot destroy the character of the development arrangement.

25. In the present case, the material on record indicates that the petitioner enabled respondent No.4 to exploit the development potential of the property and to utilise the FSI connected therewith. The agreements for sale executed in favour of purchasers repeatedly refer to future FSI benefits and development rights. The project itself could not have proceeded without the

participation of the petitioner. Therefore, the argument that there was no consideration or no formal development agreement appears to be more technical than substantive.

26. It also requires to be noted that under MOFA the focus of the statute is not confined to contractual disputes between the landowner and developer. The statute is intended to safeguard flat purchasers who enter projects based on representations held out to them. Once flats are sold and purchasers invest their life savings into the project, the obligations under the Act cannot be avoided by raising technical pleas founded upon inter se arrangements between the original parties.

27. The petitioner has further contended that respondent No.2 can at the highest be regarded only as a member of a tenant ownership society. According to the petitioner, such status by itself does not confer entitlement to seek ownership rights through deemed conveyance proceedings. This submission also cannot be accepted. A legal relationship may operate differently in different statutory contexts. Merely because respondent No.2 may have functioned in one sense as a member society within the provisions of MCS Act, it does not automatically follow that statutory rights under MOFA cease to exist.

28. The real inquiry before the Competent Authority was whether flats were constructed and sold under a development project facilitated by the petitioner and respondent No.4 and whether the stage for statutory conveyance had arisen. On this aspect, the record contains substantial material. Flat purchasers

were inducted into occupation pursuant to agreements for sale. Buildings were constructed and occupied. Respondent Nos.2 and 3 came to be formed as co-operative societies. Maintenance charges were admittedly demanded by the petitioner from these societies over a considerable period of time. Such conduct itself demonstrates that the petitioner recognised the existence of independent occupation and enjoyment flowing from the development arrangement.

29. Significantly, the petitioner itself treated respondent Nos.2 and 3 as entities deriving rights through the project for several years. The petitioner accepted their existence, issued maintenance demands and dealt with them in a manner consistent with occupation arising out of the development project. Once parties have acted upon such arrangement over a prolonged period, the petitioner cannot now contend that respondent No.2 is a complete stranger lacking locus to seek conveyance.

30. In fact, if the submission of the petitioner is accepted in its entirety, it would lead to anomalous consequences. Flat purchasers who have occupied premises for decades, formed societies, paid charges and managed the buildings would remain deprived of conveyance merely because the original owner now chooses to describe the arrangement as one conferring only lease rights. Such interpretation would run contrary to the statutory purpose underlying Section 11 of MOFA, which is intended to transfer control and ownership to the organization of flat purchasers.

31. Therefore, this Court is unable to accept the contention that the petitioner had no promoter role whatsoever or that respondent No.2 lacked entitlement to invoke the provisions relating to deemed conveyance. The material on record sufficiently indicates that the petitioner had enabled and facilitated the development project and that the rights claimed by respondent No.2 arise directly from the project which the petitioner itself permitted to come into existence.

32. This Court exercising writ jurisdiction under Articles 226 and 227 cannot convert itself into an appellate authority examining minute factual calculations relating to every square metre of FSI consumption unless the determination is shown to be ex facie arbitrary or perverse. Questions concerning exact area calculations, proportional entitlement, overlapping claims and technical planning aspects often involve disputed facts requiring detailed evidence and expert assessment. Such exercise ordinarily falls outside the limited scope of judicial review in writ proceedings, particularly in matters arising from summary proceedings under MOFA. The Court must also keep in mind that the impugned order is not shown to be based on absence of material. The Competent Authority had before it the agreements for sale, the Architect's Certificate, the sanctioned plans and the rival submissions of parties. Merely because another view may also be possible on factual computation does not justify interference under writ jurisdiction. Judicial review is concerned more with legality of the decision-making process rather than substitution of factual conclusions unless such conclusions are unreasonable or

unsupported by record. In the present matter, that high threshold is not satisfied.

33. At this juncture, the judgment of the Supreme Court in *Arunkumar H. Shah v. Avon Arcade Premises Coop. Society Ltd.*, (2025) 7 SCC 249 assumes direct importance. The Supreme Court has categorically held that proceedings under Section 11(3) are summary in nature though the Competent Authority exercises quasi judicial powers while deciding such applications. The Supreme Court has clarified that while reasons are required to be recorded, the Competent Authority cannot conclusively and finally determine complicated questions of title in such proceedings. The decision clearly recognizes that an order of deemed conveyance does not close the doors of a civil court for parties asserting independent rights.

34. The legal effect of the aforesaid pronouncement is that while granting deemed conveyance, the Competent Authority is not expected to resolve every disputed issue with the precision and finality of a civil trial. The authority only examines whether the statutory ingredients for conveyance are sufficiently established on prima facie material. Therefore, the petitioner cannot insist that unless every dispute relating to title, FSI, layout demarcation and rights of third parties is conclusively adjudicated, the Competent Authority should refrain from exercising jurisdiction altogether. Such expectation would run contrary to the very nature of proceedings contemplated under Section 11. The Supreme Court has also specifically observed that writ courts should be slow in interfering with orders granting deemed conveyance unless the

impugned order suffers from manifest illegality. Even after deemed conveyance is granted, parties aggrieved on questions of title or extent continue to possess the remedy of instituting substantive civil proceedings.

35. Applying the aforesaid principles to the facts of the present case, this Court finds that the petitioner has raised disputes concerning title, extent of entitlement, apportionment of FSI, effect of multiple societies and consequences flowing from earlier development arrangements. The impugned order cannot be said to suffer from patent lack of jurisdiction, total absence of material, or perversity of such degree as would shock judicial conscience. The Competent Authority has considered the rival contentions, examined the documents produced by parties and thereafter recorded reasons while granting conveyance. The petitioner may still pursue such independent remedies as may be available in law if it believes that its proprietary or developmental rights are adversely affected. But at the level of judicial review under Articles 226 and 227, this Court is unable to hold that the impugned order is so manifestly illegal that it deserves to be annulled in exercise of extraordinary writ jurisdiction.

36. I, therefore, hold that the petitioner has failed to make out a case for interference with the impugned order. The challenge based on the limited wording of the Power of Attorney is not sufficient when the whole transaction is read together. The challenge based on absence of separate development agreement or direct consideration also fails. The challenge based on multiple societies and the FSI advantage area raises issues which may

require separate adjudication if so advised, but not writ interference at this stage. The order passed by respondent No.1 is supported by the material on record and by the legal position settled in the decisions referred above.

37. In view of the aforesaid discussion and for the reasons recorded hereinabove, the following order is passed:

- (i) The writ petition stands dismissed;
- (ii) The order dated 18 November 2025 passed by respondent No.1 in Application No.71 of 2025 granting deemed conveyance in favour of respondent Nos.2 and 3 is upheld;
- (iii) It is clarified that the observations made in the present judgment are confined to adjudication of the challenge to the impugned order passed under Section 11 of the Maharashtra Ownership Flats Act and shall not be construed as a determination of disputed questions of title, extent of entitlement, inter se rights relating to FSI, or claims concerning the larger layout property;
- (iv) It is further clarified that respondent Nos.5 and 6, as well as the petitioner and any other person claiming independent rights in relation to the subject property, shall be at liberty to institute appropriate substantive proceedings before a competent civil forum for adjudication of their respective claims in accordance with law;

(v) Any such proceedings, if instituted, shall be decided on their own merits and uninfluenced by any prima facie observations made in the present judgment;

(vi) In the facts and circumstances of the case, there shall be no order as to costs;

(vii) Pending interim applications, if any, stand disposed of accordingly.

(AMIT BORKAR, J.)