

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 1263 OF 2026

IN

WRIT PETITION NO. 1291 OF 2026

Green Zone Realtors Pvt. Ltd.

...Applicant

In the matter between :

Navdurga Mahila Mandal

...Petitioner

Versus

Competent Authority MHADA & Ors.

...Respondents

Mr. Smit H. Shah i/b Mr. Vijay R. Garad for Petitioner.

Ms. Manisha Jagtap for Respondent – MHADA.

Mr. A. I. Patel. Addl. G.P. a/w Ms. Savita Prabhune, AGP for State.

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

DATE: 17 FEBRUARY 2026

P.C.

1. We have heard learned counsel for the parties, including on the intervention application filed by the Developers – Green Zone Realtors Private Limited. The dispute in the present petition pertains to an eviction notice issued to the petitioner, who claims to be interested in a temple structure situated on the land which is the subject matter of slum redevelopment being undertaken by the society, namely, the Indira Nagar (Jogeshwari) SRA Co-operative Housing Society, by appointing the Applicant, Green Zone Realtors Private Limited as the re-developer. The temple structure in question was the subject matter of the eviction proceedings, and accordingly, the petitioner asserting its rights as set out in the petition, has approached this Court.

2. After this petition was heard for some time yesterday, today the parties are before the Court stating that the petition can conveniently be disposed of in terms of the Minutes of Order, which have placed on record and marked "X" for identification. The order being invited by the applicant and the petitioner in terms of the Minutes of Order is required to be noted, which reads thus:

"MINUTES OF THE ORDER

1. The Applicant is the Developer and undertaking a Slum Rehabilitation Scheme (Subject Scheme) under the provisions of DCR 33(10) of DCPR 2034 on a piece and parcel of a land bearing CTS No. 160/A/1 Majas, Taluka Andheri, Majas Road, Jogeshwari (E), Mumbai 400 060 K/E Ward admeasuring 15,705 square meters ('the Subject Land') for and on behalf of Indira Nagar (Jogeshwari) SRA Co-operative Housing Society ('the Society').

2. The Petitioner claims to be a Navratrotsav Mitra Mandal and claims to be having management and control of a structure namely "Durga Mata" situated and located on the subject land.

3. The Petitioner through the present petition is challenging the Show Cause Notice dated 06.11.2025 bearing Reference No. Outward No. KA. A/ASST. SPL1/VA.VI/MU.MA/ET/2753/2025 and Notice dated 11.12.2025 bearing Reference No. Outward No. KA.A/ASST. SPL. 1/VA.VI/MU.MA/ET/3108/2025 ["the Said Notices"] issued under section 3(Z) of the Maharashtra Slum Areas [Improvement, Clearance & Redevelopment] Act, 1971 ["Slum Act"] whereunder the Respondent directed the Petitioner herein to establish the existence of the structure ["the Subject Matter/Temple"] prior to the datum line.

4. In pursuance of the aforesaid Notice, Respondent No.2 followed a due process of law and heard the parties i.e. the Petitioner and this Applicant and thereafter passed a reasoned Order dated 22.01.2026 holding that the Petitioner's structure is not entitled for protection and rehabilitation. Resultantly, Respondent No.2 issued a Notice of eviction dated 27.01.2026 directing the Petitioner to vacate the structure and further ordered demolition thereof for smooth implementation of the Subject SR Scheme.

5. As the Applicant was not made a party to the captioned Petition, the Applicant intervened in the matter through Intervention Application No. (L) 3918/2026 on 09.02.2026.

6. In the interest of implementation of the Slum Rehabilitation Scheme and notwithstanding the order dated 22nd January 2026, the parties i.e. the Petitioner and the Intervener Applicant have mutually agreed to the following arrangement:

a. The Applicant has agreed to build a temple structure admeasuring 400 Square Feet RERA Carpet (hereinafter referred to as 'the temple structure') within the layout of the Scheme to permanently shift the Petitioner's existing structure

presently by utilizing the saleable FSI accruing from the Subject Scheme, subject however to get the eligibility for rehabilitation from the consent Authority.

b. The parties agree that they shall forbear from going into the issue of eligibility of the subject structure of the Petitioner.

c. The Applicant further agrees to construct the temple structure at its own cost and as per the internal plans, location and design as approved by the Petitioner.

d. Until the temple structure is constructed and to comply with the Order dated 22.01.2026 passed by Respondent No.2, the Petitioner agrees and undertakes to shift its present deity and other religious material within a period of 7 from today at a place Admeasuring about 200 sq.ft abutting to the proposed DP Road as shown and agreed by the petitioner and handover quite, vacant and absolute possession of the Petitioner's structure to the Applicant, failing which the Petitioner shall face eviction action.

e. The Applicant agrees to provide all the necessary logistical support to the Petitioner for undertaking the shifting of the petitioner present deity to the temporary structure which is being Provided at the place as above to the Petitioner by the Applicant to keep the deity. However, all the rituals regarding establishing the deity shall be undertaken by the Applicant.

f. Upon vacating and demolition of the surrounding present slum structure and handing over surrounding place to the applicant for construction of the new temple to be provided to the petitioner, where the petitioner is to be provided with new temple structure the Applicant shall start the construction work of the temple structure within 30 days or such reasonable period of the Applicant procuring all the necessary permissions/sanction approval from the concerned Authority.

g. It is agreed and confirmed by the Petitioner that they are not entitled for the payment any of Transit Rent/Hardship compensation or other benefits in the scheme apart from what is stipulated herein in lieu of the present Temple/Structure.

h. The Petitioner agrees and undertakes not to make any claim with regards the Petitioner's structure before any authority in any manner whatsoever.

i. The Petitioner undertakes to comply with its aforesaid obligations/terms and to sign, execute and submit necessary writings, declarations, undertakings etc. required by the applicant for smooth implementation of the project.

7. In the light of aforesaid, the present petition along with the Interim Application stands disposed of.

8. No order as to cost.”

3. However, although there is a consensus between the Applicant - Developer and the petitioner, we find that the Indira Nagar (Jogeshwari) SRA Co-operative

Housing Society, which has appointed the applicant, is not before the Court.

4. Accordingly, we permit the petitioner to amend the petition to implead the Indira Nagar (Jogeshwari) SRA Co-operative Housing Society as a party respondent.

5. Let the amendment be carried out during the course of the day, and a copy of the amended petition be served on the added respondent as also the other respondents.

6. Let affidavit of service of the proceedings on the added respondent, along with a copy of this order, be also placed on record. We shall pass further appropriate orders on the adjourned date of hearing after the society appears before the Court.

7. Stand over to **24 February 2026 (HOB)**.

8. We also find that the petition ought to have been filed on the Original Side. Let the same be numbered on the Original Side. Let appropriate steps in that regard be taken by the petitioner.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)