IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 2042 OF 2026

Rahul Dinesh Singh Alias Thakur .....Petitioner

Versus

The State of Maharashtra Through the Secretary, Urban Development Department .....Respondents

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Mr. Jayesh S. Kalanke a/w Mr. Laxman B. Yadav, for the Petitioner.

Mr. Siddharth Chandrashekhar for the Respondent No.4 – MHADA.

Mr. Bibhishan Sutar i/b Adv.Komal Punjabi for the Respondent – BMC.

Mr. Jonathan D'silva for the Respondent No.5.

Mr. Harshad M. Deshpande for the Respondent No.6.

Ms. Anupamaa Pawar, A.G.P for the Respondent – State.

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CORAM : M. S. KARNIK &
SANDESH D. PATIL, JJ.

DATE : 6th OCTOBER, 2026

P.C.:-

1. Heard learned Counsel for the petitioner.

2. On 25th August, 2026, the following order was passed.

"1. Heard learned counsel for the parties.

RUPALI RAJESH WAKODIKAR
Digitally signed by RUPALI RAJESH WAKODIKAR
Date: 2026.10.09 11:48:05 +0530

2. It is the grievance of the petitioner that the possession of the premises to which the petitioner is entitled is not being handed over to him on the premise that there are some charges which the respondent No.5 is insisting the petitioner to pay. Moreover, it is the submission of learned counsel for the petitioner that the rent towards the alternate accommodation has not been paid since the demolition of the structure.

3. Learned counsel for respondent No.5 prays for and is granted two weeks' time to file an affidavit-in-reply. Respondent No.5 has handed over the development rights to the respondent No.6. Learned counsel for respondent No.6, on instructions, submitted that the entire rent has been paid till the time when the petitioner should have taken the possession. It is submitted that it is completely a fault on the part of the petitioner in refusing to take possession. Respondent No.6 to file the affidavit-in-reply.

4. Since respondent No.6 is willing to hand over possession of the premises, the petitioner to be put in possession and the petitioner to accept the possession of the premises forthwith. This is however subject to the rights and contentions of either parties, which shall be dealt with after the affidavit-in-reply is filed. It is made clear that if it is later found that the petitioner is liable to pay any charges or the developer is liable to pay the rent, this order is subject to further orders of this Court.

5. In the meantime, the parties submit that they are willing to negotiate and amicably resolve the dispute.

6. List the writ petition on 16/09/2026 under the caption "for filing consent terms".

7. The matter is listed today for filing Consent Terms. However,

the petitioner submits that there are several grievances made by him which remained to be resolved. It is submitted that the respondent Nos.5 and 6 are not accepting the liability to pay the rent. The contention of the learned Counsel for the respondent No.6 is that this is a disputed fact. Suffice it to observe that in terms of order dated 25th August, 2026 passed by us, the possession in question has been handed over to the petitioner and he is in possession of the same. Considering that there is a dispute as regards to the payment of rent, we permit the petitioner to file a detailed representation to the Chief Officer, MHADA for ascertaining the arrears of rent. The petitioner as well as respondent No.6 may file their calculations before the Chief Officer, MHADA or the officer designated by him to decide the quantum arrears of rent if any payable to the petitioner.

8. The petitioner as well as the respondent No.6 to appear before the Chief Officer, MHADA on 19th October, 2026 at 11.00 a.m. alongwith their respective calculations.

9. The issue of payment of rent or the arrears thereof be decided within a period of twelve weeks from 20th October, 2026, on its own merits, in accordance with law.

10. The other grievances of the petitioner is that the petitioner has time and again requested through his Advocate for initiating action against the respondent No.5.

11. Despite repeated representations and despite pointing out the fact that there has been violation of the re-development project, no action has been taken. One representation dated 23rd April, 2025 is pending before the Building Proposals Department of the Corporation which is at page 342 of the petition. The Executive Engineer of the Building Proposals Department to look into the said representation and if any action is warranted, the same be initiated against the developers, expeditiously, in accordance with law.

12. With the aforesaid directions, petition is disposed of.

(SANDESH D. PATIL, J.) **(M. S. KARNIK, J.)**