

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

WRIT PETITION NO.651 OF 2025
WITH
INTERIM APPLICATION (L) NO.33354 OF 2025
AND
INTERIM APPLICATION (L) NO.14364 OF 2025
IN
WRIT PETITION NO.651 OF 2025

Goregaon Siddharth Nagar Sahakari
Griha Nirman Sanstha Limited

Petitioner

versus

Maharashtra Housing and Area Development
Authority and others

Respondents

Mr.Ashish Kamat, Senior Advocate, i/by Mr.Piyush Deshpande, Ms.Anuya Deokar
for Petitioner.

Ms.Manisha Jagtap for Respondent 1 MHADA.

Ms.Anupama Pawar, AGP, for State.

Mr.Mahesh Londhe with Mr.Netaji Gawade i/by Sanjay Udeshi & Co for Relcon
Infraproject – Contractor.

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

DATE: 11th March 2026

P.C.

1. The proceedings are before the Court today on the backdrop of order dated 23rd February 2026 passed by this Court. The said order at the outset needs to be noted, which reads thus :

“1. We are informed by Mr.Londhe, learned counsel for the contractor, that the interim report has been received from the VJTI, a copy of which has already been

submitted to MHADA. A copy of the said report is furnished to the learned advocate for the petitioner in the Court today.

2. Buildings Nos.1 to 8 comprise of total 16 wings. The report, in its concluding remarks, indicates that each of the said building is structurally sound, stable and fit for habitation. Let the report be examined on behalf of the petitioner and appropriate submissions in this regard be made on the adjourned date of hearing.

3. A copy of the letter dated 21 February 2026 of Dr.Abhay Bambhole (Project Coordinator), Professor, Structural Engineering Department, along with interim report in respect of the said buildings, is taken on record and marked as "X-1" for identification.

4. We may clarify that it would be open for MHADA to take appropriate steps and proceed with further formalities concerning the execution of Permanent Alternate Accommodation Agreements and the handing over of possession to those occupants who are willing to accept the same.

5. Stand over to 9 March, 2026 (H.O.B.)."

(emphasis supplied)

2. The proceedings are urgently moved by the MHADA on the ground that, although specific observations are made in paragraph 4 of the aforesaid order dated 23rd February 2026 (supra), there were attempts to prevent the MHADA officials and also the Contractors, who are represented by Mr.Londhe, learned Counsel, in handing over the possession of the premises and to enter the premises. It is informed by Mr.Londhe that a non-cognizable offence complaint (NC) has been lodged with the local Police Station.

3. We find that the observations of the Court in the aforesaid order were clear. The MHADA was to take appropriate steps and proceed with further formalities in regard to execution of Permanent Alternate Accommodation Agreements (PAA Agreements). We are informed that even on such aspects, unwarranted objections are being raised and execution of PAA Agreements is being delayed on one reason or the other. It is stated that although some members intended to take possession, they are being prevented from taking possession.

4. In our opinion, if this is the situation, it is in the teeth of order dated 23rd February 2026 and would amount to disregard of the orders passed by this Court. Any action on the part of the Managing Committee/office bearers or the members of the Petitioner society, which would prevent the State or MHADA officials or the Contractor and its representatives, preventing entry or remaining on the premises and/or preventing any person to take possession of his/her tenement, such action, in our opinion, would amount to not only an offence but also restraining the MHADA officials from performing their official duties, for which a criminal prosecution would be required to be lodged.

5. We are of the opinion that, if what is contended on behalf of MHADA is correct, such incidents ought not to have happened and they should not happen in the future. There needs to be absolute co-operation on behalf of the Petitioner and its members in regard to the issues, if any, which need to be sorted out amicably and more particularly when the premises are ready to be occupied long back as also now there is an interim report as submitted by VJTI.

6. Be that as it may, it is not the case that the contractor or the MHADA officials are running away and there is no accountability. It is the contention of Ms.Jagtap, learned counsel for MHADA, that the petitioner is indulging into such delaying tactics, as the members of the society are enjoying payment of transit rent as being paid to them by MHADA, which she submits is intended to be discontinued as the tenements are ready to be occupied, of which possession is not being taken by the petitioner/its members. Ms. Jagtap submits that as the premises are now fully developed and that MHADA is now ready to hand over possession of

it, further loss to the public exchequer needs to be stopped in terms of transit rent being paid to the members of the society more particularly considering the approach of the members not coming forward to take possession of their respective tenements. It is submitted that the MHADA, hence intends to stop payment of the transit rent.

7. We are in agreement with Ms.Jagtap, learned counsel for MHADA. From what has been observed in the earlier order date 23rd February 2026, we are of the clear opinion that from the month of April-2026, the MHADA is permitted to stop the payment as there is substance in the MHADA's contention that it cannot be that the petitioner/its members are delaying to take possession, and keep raising disputes on different issues including on the Permanent Alternate Accommodation Agreement, more particularly before the Court. There is hence substance in the submissions as made on behalf of the MHADA that there is already a delay of more than one year which has caused the State exchequer an expenditure of Rs.18 crores on account of payment of transit rent to the members of society. Such amount is certainly not a small amount, more particularly when the development is complete and premises are now available.

8. In this view of the matter, we are of the opinion that reasonable and fair approach needs to be taken by the society and its members and further progress needs to be achieved on the issues as discussed hereinabove. If there is any grievance of the society members, they are free to make a representation to the MHADA, which can always be considered by Competent Authority in accordance with law. Further, there ought not to be any issue in regard to execution of PAA

Agreements as these are standard agreements and any discussion on the clauses/terms and condition needs to be resolved in a fair manner as also agreed by Mr.Kamat, learned Senior counsel for the Petitioner.

9. In this view of the matter, we expect that there is no law and order situation and that no need arises for any action to be taken by setting into motion the criminal law, in the event of any hurdles being caused in the official discharge of duties by the MHADA officials.

10. The MHADA can accordingly hand over the possession of tenements to the members of the petitioner who are willing to take possession, as observed in the order dated 23rd February 2025. Such members are free to register their request to take possession on an email id as may be provided by the MHADA to be communicated to the Chairman-Secretary / Managing Committee and the advocate for the petitioner.

11. We accordingly adjourn the proceedings to **25th March 2026**.

12. At this stage Mr.Kamat would contend that a meeting to finalize PAA Agreements can immediately be fixed. We accordingly permit such a meeting to take place tomorrow, **on 12th March 2026 at 3.00 p.m.** in the office of MHADA.

13. To oversee the proceedings of the meeting(s) and in regard to any matters concerning the site, considering the peculiar situation, we direct the Registrar (Original Side) to nominate a responsible officer, who shall be an observer, who shall attend the meeting(s), and the site wherever necessary and submit a report of such assignment to the Court. The competent officer of the

MHADA shall inform the Court Officer of the place of the meeting and the site visit(s).

14. We also permit the Court Observer to request for necessary police aid, if the situation so demands. If it is so requisitioned, the officer in charge of the local police station is directed to provide appropriate police assistance.

15. MHADA or the Contractor to deposit an amount of Rs.50,000/- towards charges of the Court Officer at the first instance.

16. Permission to file additional affidavit on the adjourned date of hearing.

17. Liberty to apply.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)