

Prajakta Vartak

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
WITH
INTERIM APPLICATION (L.) NO. 14364 OF 2025

Goregaon Siddharth Nagar Sahakari Griha
Nirman Sanstha Limited

...Petitioner

Vs.

Maharashtra Housing and Area Development
Authority & Ors.

...Respondents

Mr. Pradeep Sancheti Senior Advocate i/b. Mr. Piyush Deshpande for Petitioner.

Mrs. Manisha Jagtap for MHADA.

Ms. Anupama Pawar, AGP for State.

Mr. Mahesh Londhe, Adv. with Mr. Netaji Gawde, Adv. i/b. M/s. Sanjay Udeshi
& Co. for Relcom Infraproject - Contractor.

CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.
DATE: 17 APRIL 2026.

P.C.

1. We have heard Mr. Sancheti, learned counsel for the petitioner, and Ms. Jagtap, learned counsel for MHADA, on the backdrop of our order dated 02 April 2026. In paragraph 4 of the said order, we had flagged five issues which we expected would be resolved. We note the said observations as made by the Court which reads thus:

“4. There are, in our opinion, several issues which are required to be decided by the Chief Officer, after hearing the Petitioners as well as the representatives of MHADA.

i) The first issue pertains to the term of the lease. The Petitioners contend that the lease period should be extended up to 90 years, whereas MHADA submits that, as per its policy, the lease period should be 30 years. Be that as it may, the

basis of the Petitioners' assertion would be required to be considered by the Chief Officer, who shall take an appropriate decision in accordance with law.

ii) The next issue relates to lease rent. The Petitioners contend that no premium or additional consideration ought to be charged, particularly in light of the Government Resolutions dated 8th February 1988 and 9th July 2021. It is submitted that under the final draft development agreement, the lease rent for the first 30 years is to be communicated separately and would be payable by the Society, subject to revision by the authority as per prevailing policy, to which the Petitioners object. In our opinion, considering the facts and circumstances of the case, lease rent cannot be waived. The land belongs to MHADA and is public land made available to the Society. Therefore, lease rent as per MHADA policy, and as applicable to similarly situated societies, shall be payable by the Petitioners without dispute.

iii) The next issue concerns the area of land to be leased. The Petitioners assert that the lease should cover 13.18 acres. However, MHADA contends that only 4.3 acres should be leased, as the larger area of 13.18 acres involves different stakeholders (Respondents 8 and 10), whereas the Petitioners (Respondent 9) are concerned only with 4.3 acres. In our opinion, this issue also requires determination by the Chief Officer after hearing the parties and considering the relevant material and documents.

iv) Another issue raised by the Petitioners is a challenge to the authority of the Chief Officer to determine the terms and conditions of the lease. In our view, the Chief Officer is required to exercise such powers in accordance with law. The terms and conditions to be fixed shall be consistent with the standard conditions applicable to similar leases executed by MHADA. The Chief Officer shall take an appropriate decision on the Petitioners' objections.

v) The final issue pertains to compensation for shortfall in amenities. It is noted that there exists a corpus comprising a cash component as well as certain tenements. In our opinion, this issue shall also be resolved by the Chief Officer. Insofar as the issue regarding MHADA agreeing to reimburse an amount of Rs.20lakhs to the Petitioners is concerned, Mr. Jagtap, learned counsel for MHADA, on instructions, submits that MHADA is ready and willing to pay the said amount. Hence, there is no dispute on this aspect."

2. After hearing learned counsel for the parties, it appears that the petitioner is not ready and willing to accept the area of land proposed to be leased by MHADA. The petitioner asserts that it would be entitled to land admeasuring 13.18 acres, whereas the MHADA has taken a clear stand that the petitioner is entitled only to 4.3 acres. The petitioner's assertion is based on the allotment letter. However, it is an admitted position that no final agreement for allotment of 13.18 acres at any point of time was executed between the petitioner and the

MHADA. Be that as it may, it is not for this Court, in the present proceedings, to delve into any disputed questions of fact or to decide any issue regarding rights in respect of the land or the title. Accordingly, we keep open such contentions of the petitioner to be asserted by the petitioner in a civil suit.

3. Insofar as the possession of the tenements/flats in question is concerned, it is informed to the Court by Ms. Jagtap that 39 members have come forward and taken possession of the tenements/flats. Mr. Sancheti, on instructions, submits that all members are ready and willing to take possession of their respective tenements. This shall be completed on or before 30 April 2026.

4. To enable MHADA to hand over possession, we permit MHADA to depute a representatives/officers at the site who shall be available from 10.30 a.m. to 05.30 p.m., so that all formalities to hand over possession in respect of the remaining members can be completed and possession can be handed over by 30 April 2026.

5. From the record of the present proceedings and the orders passed by this Court, it is quite clear that sufficient time was granted to all members to take possession. Thus, in these circumstances, if the members do not come forward by 30 April 2026, then certainly it would be required to be presumed that such members are not immediately interested in taking possession and/or are not in need of the tenements. In that event, we permit MHADA to utilize such tenements for appropriate public housing purposes. Whenever any of such members subsequently intend to occupy the tenements/flats, they can be granted

possession after three months notice is issued by them to be designated officer of the MHADA expressing their intention to occupy the tenements/flats.

6. Insofar as the lease rent is concerned, in our opinion it is a non-issue. Mr. Sancheti would be fair in contending that the rent of Rs.12,000/- per year per tenement is neither unduly exorbitant nor beyond the capacity of the members to pay, particularly in a city like Mumbai.

7. Mr. Sancheti has also drawn our attention to the concern of the petitioner in regard to certain plastering issues, as pointed out in paragraph 13 of the VJTI report (page 295 of the paper-book). We are informed by Mr. Londhe, learned counsel for the Contractor that appropriate steps have already been taken and that re-plastering is currently in progress. We accept the statement of Mr. Londhe.

8. In the light of the aforesaid observations, the petition does not warrant further adjudication. It is accordingly disposed of in the aforesaid terms, leaving the parties to comply with the orders/directions. We also clarify that we have not delved on any other issues and if there are any such issues, all contentions of the parties in that regard, including those to be raised in any proposed proceedings, are expressly kept open.

9. The report of the Court Observer dated 16 April, 2026 of the last meeting is taken on record.

10. We direct MHADA to deposit a further amount of Rs.25,000/- with the Registry within a period of two weeks from today to be paid to the Court

Observer as his fees.

11. Disposed of. No costs.

12. Interim applications would not survive, the same stand disposed of.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)