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

WRIT PETITION NO. 1760 OF 2025

Citizen Co-Operative Housing Society Limited ... Petitioner
Versus

Mumbai Metropolitan Region
Developer Authority and ors.

.... Respondents

Ms. Bushra Sayed i/b Mr. Fayzan Khan, for the Petitioner.
Mr. Akshay P. Shinde, for the Respondent No.1-MMRDA.
Mr. Manish Upadhye, AGP for Respondent-State.

**CORAM : M.S.KARNIK &
S.M.MODAK, JJ.**

DATE : 16th MARCH 2026

P.C. :

1. Heard learned counsel for the petitioner and learned counsel for the respondent no.1- Mumbai Metropolitan Region Developer Authority ('MMRDA', for short).

2. By this petition under Article 226 of the Constitution of India, the petitioner prays for the following substantive relief.

“A] That, this Hon’ble Court exercising powers Article 226 of the Constitution of India, 1950 be pleased to issue writ mandamus and/or any other appropriate writ, order directing Respondent MMRDA to provide Amenity Premises namely (1) Society Office (2) Balwadi (3) Welfare Centre to the Petitioner Citizen Co-operative Housing Society

Limited in the said Rehab Building No. 17, 17B situated at Motilal Nehru Nagar, Bandra (East) Mumbai 400 051, in a reasonable time bound manner say of four weeks.”

3. It is the contention of the learned counsel for the petitioner that it is the respondent no.1- MMRDA whose duty is to ensure that amenities which ought to have been provided, are made available to the petitioner-Society. MMRDA is admittedly the owner of the land in question where the slum scheme was implemented. In order to demonstrate that it is the responsibility of the MMRDA to ensure that basic facilities are provided, learned counsel for the petitioner relied upon the copy of the communication dated 20/03/2018 which is at page 28 of the paper-book addressed to the petitioner-Society which reads thus:

“MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

752

जा.क./मुंबई/उपनि/मुंमप्रविप्रा/सन 2018
दिनांक- 20/03/2018

प्रति,
अध्यक्ष/सचिव,
सिटीजन को ऑप. हौ. सोसा. लि. बि.नं. १७, बी. विग,
ऑफ कोले कल्याण व्हिलेज बांद्रा,
मोतीलाल नेहरु नगर, बांद्रा (पूर्व)
मुंबई-५१

विषय- आपल्या संस्थेत असलेला वेलफेअर सेंटर, बालवाडी व संस्था
कार्यालयाच्या सदनिका भाड्याने न देण्याबाबत.

उपरोक्त विषयाच्या अनुषंगाने या कार्यालयाच्या असे निदर्शनास आले आहे की,

काही गृहनिर्माण सहकारी संस्था या त्यांना एमएमआरडीएने दिलेल्या वेलफेअर सेंटर, बालवाडी व संस्था कार्यालय हे बाहेरच्या व्यक्तींना भाड्याने देतात व त्यांच्याशी करार सुध्दा करतात. वास्तविक पाहता एमएमआरडीएने दिलेल्या उपरोक्त नमुद कारणाकरीता या सदनिका वापरण्यात याव्यात व कोणत्याही परिस्थितीमध्ये सदरहू सदनिका या विकी करू नये किंवा भाड्याने देऊ नये किंवा त्रयस्त व्यक्तीसोबत करारनामा करू नये अशी स्पष्ट तरतुद सदनिका वितरण पत्रिकेमध्ये आहे.

: या अनुषंगाने आपणास कळविण्यात येते की, आपल्याकडे उपलब्ध असलेल्या वेलफेअर सेंटर, बालवाडी व संस्था कार्यालय हे सद्य परिस्थितीमध्ये कोणाला भाड्याने दिलेले असल्यास अथवा विकी केली असल्यास त्याची माहिती संपूर्ण कागदपत्रासह या कार्यालयात 7 दिवसात त्वरीत सादर करावी. अशा प्रकारची माहिती सादर न केल्यास व भविष्यात या कार्यालयाच्या निदर्शनास आल्यास आपणा विरुद्ध योग्य ती कायदेशीर कार्यवाही करण्यात येईल याची कृपया नोंद घ्यावी.

उपनिबंधक,
सहकारी संस्था,
मुंबई महानगर प्रदेश विकास प्राधिकरण, मुंबई"

3. Thus, the aforesaid letter was a general letter issued by MMRDA to all the Societies. Further, learned counsel for the petitioner invited our attention to the Policy for Resettlement and Rehabilitation of Persons Affected by Mumbai Urban Transport Project issued by MMRDA on 12/12/2000. In the said policy as regards other amenities provided, clause 10(b) reads thus :

“10(b) For PH/HD and SRD options:

PH/HD and SRD are a part of the Development Plan of Greater Mumbai. The standards of off-site amenities will therefore be according to the Development Plan. The on-site amenities like the recreational open space, Balwadis, water supply, sanitation, pathways and access streets etc shall be provided according to the standards prescribed in DCR's.”

4. Mr. Shinde, learned counsel for the respondent no.1 -MMRDA on the other hand says that as the slum scheme was implemented

by the SRA, it is the responsibility of the Slum Rehabilitation Authority ('SRA', for short) and the developer to ensure that facilities are provided. Our attention is invited to the affidavit-in-reply filed on behalf of the respondent no. 1-MMRDA, relevant portion of which reads thus :

"3) At the outset, I say that the first Respondent is the owner of land situate at Bandra Kurla Complex bearing No. CTS No. 4207 (pt.) of Village Kole Kalyan, Tq. Andheri admeasuring 47820.10 sq. mtrs. Out of the said area, land admeasuring 42.699.29 sq. mtrs. was encroached and occupied by slums. I say that the Slum Rehabilitation Authority approved slum rehab scheme for the aforesaid encroached area and issued Letter of Intent on 23/01/2004. The slum dwellers had appointed Housing Development and Improvement India Pvt. Ltd. (HDIL) as the Developer for implementing the Slum Scheme. The slum dwellers had accordingly entered into agreement with HDIL for development of the said land under Regulation 33 (10) of DCPR, 1991. Accordingly, the said developers had submitted proposal to the SRA for development of the said land, pursuant to which the aforesaid Lol was issued by SRA. I say that the SRA thereafter had sought No Objection Certificate from this Respondent, since the authority was owner of the said land. I say that this Respondent in its meeting held on 28th May, 2004 approved the Lay-out on certain terms and conditions and one of the conditions was execution of Tri-partite agreement between the SRA, this Respondent and the Developer. Accordingly, Tri-partite agreement was executed on 12/01/2005.

4) I say that under the Tri-partite agreement apart from various other conditions, it was provided that the Developer shall construct minimum 1479 tenements for slum rehabilitation, remove all existing slum hutments from the land, rehabilitate all eligible slum dwellers and hand over to this Respondent tenement not less than 817 for rehabilitation of PAPs of projects implemented by this Respondent.

5) I say that as provided in the said Tripartite agreement after completion of the SRA project, the Developers handed over to this Respondent 817 tenements (commercial and residential) in Building Nos. 10, 13, 16 and 17 and 17-B from time to time. I say that in so far as Building No. 17-B is concerned this Respondent was handed over total 54 tenements by the Developer. I say that the rest

of tenements in the said Building were allotted by the Developer to the eligible slum dwellers. I say that the possession of tenement No. 101 was given to one Mr. Akhalakh Ahmed Mohammad Adalat on 20/08/2008 by the Developer. Likewise, possession of tenement Nos. 102 and 103 was handed over to eligible slum dwellers namely Smt. Shamim Banu and Mr. Sanjay Kumar Shrivastav respectively by the Developer on 20/08/2008.

6) I say that thus all the said Buildings comprised of tenements which were allotted to eligible slum dwellers by the Developers and some tenements which were handed over to this Respondent were allotted by this Respondent to the PAPS.

7) I say that thereafter the occupants of the said Buildings got the society registered under the Maharashtra Co-operative Societies Act, 1960.

8) I say that in the entire process of implementation of the S.R. Scheme, the entitlement of this Respondent was to 817 tenements from the Developer and certain developments which the Developer was obligated to hand over to the Respondent. I say that the slum Scheme was approved by SRA under Regulation 33 (10) of DCPR, 1991 and the same was implemented by the Developer. I therefore say that if at all any amenities were to be provided, it was the Developer who was required to provide the same to the Co-operative Societies and the Scheme being implemented by the SRA, plans were sanctioned by SRA being the planning authority and therefore the power to entertain complaint for any deviation from the sanctioned plan is with SRA.

9) I hereby specifically deny that this Respondent is competent authority to provide amenities to the Petitioner society. I say that in the entire Petition the Petitioner has not placed on record sanctioned plans which earmark the tenement Nos. 101, 102 and 103 for amenities. As aforesaid even prior to the registration of the Petitioner society, the record indicates that the said tenements were put in possession of the aforesaid 3 eligible slum dwellers by the Developer in the year 2008 itself. It is for the Petitioner to place before this Hon'ble Court the sanctioned plans and seek reliefs as per the sanctioned plans, in case there is any deviation of sanctioned plans.

10) I say that the reliance placed by the Petitioner on Pg. 28 of the Petition was the general notice issued by the Deputy Registrar, Co-operative Societies working under the first Respondent on deputation to all the societies under his jurisdiction and the object

for issuance of such letter was to appraise the societies not to allot the spaces which are earmarked for Society office, Balwadi and Welfare Centre under the sanctioned plan either on rent or ownership basis.”

4. Thus, in paragraph 10, respondent no. 1- MMRDA has stated that reliance was placed by the petitioner on the communication dated 20/03/2018 addressed to the petitioner issued by the Deputy Registrar, Co-operative Societies working under the respondent no.1 on deputation, which was a general notice to all the Co-operative Societies under his jurisdiction and the object for issuance of such letter was to apprise the Societies not to allot the spaces which are earmarked for Society office, Balwadi and Welfare Centre under the sanctioned plan, either on rent or ownership basis. Thus, the stand of MMRDA is in accordance with the policy providing designated spaces to be allotted to the Society office, Balwadi and Welfare Centre. So far as implementation is concerned, we do find substance in the submission of learned counsel for the respondent no.1-MMRDA that it is the SRA – Slum Rehabilitation Authority and the developer whose responsibility is to implement the scheme for providing these facilities. Once these facilities are provided, as a general measure, MMRDA, who is the

owner of the property, has informed all the Societies that the spaces which are earmarked for a particular purpose should not be put to any other use.

5. This is a case where the petitioner says that the developer has not at all provided such facilities which it was duty bound to provide. If such is the grievance of the petitioner, it is for the petitioner to approach SRA and seek reliefs against the developer in the first instance. The SRA has not been made a party to this petition. It is the contention of the learned counsel for the petitioner that it is the MMRDA which is obligated to provide such facilities. Once we find that MMRDA is the owner of the property and slum scheme has been implemented on a proposal made by developer, it is the SRA that has to ensure that facilities to which the petitioner has grievance, are provided by the developer.

6. In such a view of the matter, it is open for the petitioner to prefer a comprehensive representation to the SRA for the reliefs prayed for in this petition. The petitioner is permitted to file a comprehensive representation before the competent authority of SRA within a period of 2 weeks from today.

7. If such a representation is filed, the SRA is requested to look into the representation and take the same to its logical conclusion by initiating appropriate action in accordance with the policy and the scheme as expeditiously as possible and in any case, within a period of 4 months from the date of the representation.

8. The writ petition is disposed of.

(S.M.MODAK, J.)

(M.S.KARNIK, J.)