

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

WRIT PETITION NO. 999 OF 2024

Damodar Ladku Madhavi	}	
Age, 78 years,	}	
Adult, Indian Inhabitant,	}	
Residing at Datta Mandir, Kharbav,	}	
Thane – 421 302	}	...Petitioner
V/s.		

1. The Mumbai Repairs & Reconstruction Board.	}	
(A Unit of MHADA) having its office at,	}	
Grih Nirman Bhavan, Bandra (East),	}	
Mumbai – 400 051.	}	
2. The Chief Officer	}	
The Mumbai Repairs and Reconstruction Board (A Unit of MHADA) having its office at,	}	
Grih Nirman Bhavan, Bandra (East),	}	
Mumbai – 400 051.	}	
3. The Deputy Chief Officer (R.R.)	}	
The Mumbai Repairs and Reconstruction Board (A Unit of MHADA) having its office at,	}	
Grih Nirman Bhavan, Bandra (East),	}	
Mumbai – 400 051.	}	...Respondents

Mr. Induprakash Tripathi with Ms. Bhagyashri Gawas i/b, Mr. C. K. Tripathi
for the Petitioner.

Mr. P. G. Lad for the Respondents - MHADA.

**CORAM : M. S. KARNIK AND
FARHAN P. DUBASH, JJ.**

DATE : 22nd APRIL 2026

ORDER : (Per Farhan P. Dubash, J.)

1. The present Writ Petition invokes the extraordinary jurisdiction of this Court under Article 226 of the Constitution of India and impugns the online allotment process carried out by the Respondents/Maharashtra Housing and Area Development Authority (**MHADA**), resulting in an online allotment dated 28th December 2023 of a tenement situated at 3, C-303, Sai Darshan SRA Co-operative Housing Society Ltd., Salt Pan Division, Antop Hill, Shaikh Mistry Road, Mumbai - 400037 in favour of the Petitioner and instead, seeks an order directing the Respondents/MHADA to hand over possession and keys of Room No. 1503 admeasuring 495.82 sq. ft. situated at Padhye Wadi, Bhavani Shankar Road, Kabutar Khana, Dadar (West), Mumbai 400014 (**said tenement**) to the Petitioner.
2. A brief recital of facts, insofar as they are relevant for adjudication of the present proceedings, is set out hereunder:
 - (i) The Petitioner was a tenant of and was occupying a premises being Room No. 8 situated on the first floor of

Building No. 28, 15th Lane, Kamathipura, Mumbai - 400008 **(old tenement)** in respect of which the Respondents/MHADA had issued a notice dated 4th November 1982 to vacate the same. Pursuant thereto, the Petitioner vacated the old tenement and by a report dated 9th September 2019, the Executive Engineer of MHADA held the Petitioner eligible for Permanent Alternate Accommodation **(PAA)**. Accordingly, The Master List Committee of MHADA issued a notice and held a meeting and after considering the case of the Petitioner and documents submitted by him, held him eligible for PAA vide its decision dated 2nd December 2020.

(ii) Pursuant thereto, the Petitioner addressed a correspondence to the MHADA seeking issuance of the necessary letter of allotment in his favour. This resulted in a letter of allotment dated 22nd April 2022 issued by MHADA in favour of the Petitioner, whereunder the Petitioner was allotted the said tenement being Room No. 1503 admeasuring 495.82 sq. ft. situated at Padhye Wadi, Bhavani Shankar Road, Kabutar Khana Dadar (West), Mumbai 400014. The letter of allotment further required several compliances to be done by the Petitioner prior to the said premises being handed over to

him, one of which included payment of a sum of Rs. 45,18,864/-. The Petitioner is stated to have complied with these requirements and also made payment of the said sum of Rs. 45,18,864/- to the Respondents towards the allotment charges in respect of the said tenement. MHADA has also issued a receipt dated 22nd December 2023 confirming receipt of the said payment from the Petitioner.

(iii) Despite this and several reminders, the Petitioner asserts that MHADA has not allotted the said tenement to him. Instead, on 29th December 2023, the Petitioner is stated to have learnt from a newspaper advertisement that MHADA had conducted an online allotment and in this online allotment, he was allotted another premises bearing No. 3, C-303, situated at Sai Darshan SRA Co-operative Housing Society Ltd., Salt Pan Division, Antop Hill, Shaikh Mistry Road, Mumbai 400037 (**Antop Hill tenement**) to the Petitioner by an online allotment result dated 28th December 2023.

(iv) The Petitioner immediately objected to the Antop Hill tenement and pointed out to MHADA that it had already issued an allotment letter 22nd April 2022 under which the said tenement was allotted to him and in respect of which, the

Petitioner had also complied with the necessary formalities and paid the allotment charges of Rs. 45,18,864/-.

(v) Under these circumstances, the Petitioner has filed the present Writ Petition.

3. Mr. Induprakash Tripathi, learned Advocate appears for the Petitioner and submits that MHADA has illegally conducted the online lottery and allotted the Antop Hill tenement to his client in December 2023 despite his client having complied with the requirements as set out in the allotment letter dated 22nd April 2022. He adds that under the said allotment letter, a large amount of Rs. 45,18,864/- has also been paid by the Petitioner and received by MHADA on 22nd December 2023 without any demur or protest. He submits that in such circumstances, MHADA could not have unilaterally cancelled/terminated the allotment of the said tenement and instead, allotted the Antop Hill tenement to the Petitioner. He further submits that till date, MHADA has not cancelled the said allotment letter that is issued in favour of his client and therefore, he seeks an order from this Court directing MHADA to perform their part of the agreement and hand over possession of the said tenement to the Petitioner whilst cancelling the Antop Hill tenement.

4. In response, Mr. PG Lad, learned Counsel appears on behalf of MHADA and submits that the Petitioner did not comply with all the terms and conditions contained in the said allotment letter dated 22nd April 2022. He submits that under clause 24 of this allotment letter, the Petitioner was required to comply with all the formalities within three months including payment of the said amount towards allotment charges, which was admittedly not done by the Petitioner who has instead made the said payment after considerable delay and only on 22nd December 2023. He therefore submits that the allotment as per the said letter dated 22nd April 2022 stood cancelled. He states that pursuant to a circular dated 22nd December 2023, whereunder a decision was taken to conduct a computerized lottery for allotment of tenements to eligible tenants/occupants of the Master List, the Petitioner was successfully allotted the Antop Hill tenement. He therefore submits that no reliefs ought to be granted in favour of the Petitioner and the present Writ Petition be dismissed.
5. Having heard the arguments of the parties and upon perusal of the record available before this Court, we are not inclined to accept the submissions made by MHADA. The Petitioner's entitlement to premises is not in dispute. The only question before us is whether

MHADA was justified in unilaterally cancelling the allotment of the said tenement.

6. Admittedly, the Petitioner was required to comply with the terms and conditions contained in the said allotment letter. However, even if we were to accept the submission advanced by MHADA that the Petitioner was obliged to take possession of the said tenement by fulfilling all the requirements set out therein within three months of the said allotment letter, failing which, the said allotment would automatically stand terminated, there is no explanation forthcoming as to why MHADA accepted payment of the sum of Rs. 45,18,864/- from the Petitioner on 22nd December 2023 under the said allotment letter and towards the said tenement and also issued the necessary receipt of even date, confirming the same. In our view, by voluntarily accepting this payment, MHADA has waived its right of automatic cancellation, as provided in the said allotment letter. At that time, if MHADA intended on relying upon this provision, it ought not to have accepted the said amount from the Petitioner and instead, put the Petitioner to notice of its said intention. However, this was admittedly not done.
7. Moreover, on a query from this Court, Mr. Lad, on instructions of the officers of MHADA who are present in Court today confirms that

even as on date, the said tenement being Room No. 1503 admeasuring 495.82 square feet, situated at Padhye Wadi, Bhavani Shankar Road, Kabutar Khana Dadar (West), Mumbai 400014 is still vacant and has not been allotted to any other person.

8. Considering the above, we are of the view that the Petitioner has successfully made out a case which warrants interference from this Court. Accordingly, we pass the following order.

:: ORDER ::

(i) Subject to the compliance of the other requirements contained in the allotment letter dated 22nd April 2022 by the Petitioner, the Respondents shall execute the necessary documentation in favour of the Petitioner and forthwith hand over possession and keys of the said tenement being Room No. 1503 admeasuring 495.82 sq. ft. situated at Padhye Wadi, Bhavani Shankar Road, Kabutar Khana Dadar (West), Mumbai 400014 to the Petitioner within a period of four weeks from the date of uploading of this order.

(ii) The online allotment result dated 28th December 2023 allotting the premises at 3, C-303, Sai Darshan SRA Co-operative Housing Society Ltd., Salt Pan Division, Antop Hill, Shaikh Mistry Road, Mumbai - 400037 to the Petitioner is

hereby quashed and set aside.

(iii) The present Writ Petition is disposed of in terms of
the above order with no order as to costs.

(FARHAN P. DUBASH, J.)

(M. S. KARNIK, J.)

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