

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

WRIT PETITION NO. 1615 OF 2024

Jariwala Building Tenants Chs
Ltd. Through Secretary
Madhvan Nair & Ors.

...Petitioners.

Vs.

State of Maharashtra & Ors.

...Respondents.

Mr. Kunal Bhanage a/w. Mr. Akshay Pawar a/w. Sarita Shetye i/b.
Abhijit Patil, Advocate for Petitioners.
Mr. Rakesh Pathak, A.G.P. for Respondent/State.
Mr. Mayur Khandeparkar a/w. Mr. Prerak A. Sharma, Mr. Aishwary
Manjarekar, Advocate for Respondent No. 5.
Mr. P.G. Lad a/w. Ms. Sayali Apte, Mr. Murali Dharan Kalathil, Advocate
for Respondent MHADA.
Ms. Anjali Ghuge, Advocate for Respondent No. 6 (BMC/ MCGM).

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

DATED : 17th JUNE, 2026

P.C.:-

1. Heard the learned Counsel for the Petitioners.
2. Learned Counsel for the Petitioners raised twofold grievances.
The first grievance is that owner developer is not paying the advance
rent of 12 months as agreed. The second grievance is that in the PAAA
Agreements which are signed by the parties, which are executed
between the parties, there is no reference to area which the Petitioners
are entitled.

3. Mr. Khandeparkar, learned Counsel for the Respondent No. 5 has invited attention of this Court to the decision of the Hon'ble Supreme Court in **Jagdish Mavji Tank (Dead) Through Lrs. & Ors. V/s. Harresh Navnitrai Mehta & Ors. (Contempt Petition (Civil) No. 442 of 2021)**, where the Hon'ble Supreme Court in paragraph 15 observed thus :

“15. As mentioned above, the builder is guilty of delaying the construction by not taking suitable steps in complete disobedience of the orders passed by this Court based on its undertaking.. Equally, MHADA is also responsible for creating hurdles, initially by imposing unreasonable conditions of sub division of the plots and issuance of property cards in the NOC dated 22.11.2016 and later in insisting that MHADA still has ownership over 2807.15 sq. meters of land. We are of the considered opinion that the builder as well as the concerned authorities of MHADA are guilty of non-compliance of the directions of this Court. They are warned that any further disobedience of the TASOVGA The directions given by this Court shall be viewed seriously. undertaking filed by the builder/developer on 14.03.2022 is taken on record which shall be scrupulously complied with by all concerned.”

4. We therefore enquired with the learned Counsel for the Petitioner as to how this Court can entertain the present Petition in the light of the directions of the Hon'ble Supreme Court. The learned Counsel for the Petitioner then invited our attention to the order dated 7th October, 2025 passed by the Hon'ble Supreme Court in the SLP(C) No. 17017 OF 2025 filed by the Respondent No. 5. The Respondent No.5 had filed SLP challenging the interim order dated 25th March, 2025 passed by this

Court in this Petition. The Hon'ble Supreme Court in para 6 observed thus:

“6. Having heard all the parties, we are of the opinion that interest of justice will be sub-served if we dispose of these appeals by confirming the interim order dated 09.04.2025 and request the High Court to dispose of the main writ petition finally. Learned counsel appearing for the respondent(s) have sought for a direction for early disposal of the writ petition. It will be appropriate if this prayer is made before the High Court and the High Court can consider and pass appropriate orders.”

5. In such view of the matter, the learned Counsel for the Petitioner submits that the present Petition is maintainable.

6. Having considered the contentions raised by the learned Counsel for the Petitioner and the response thereon of the Respondent, we do not find any substance in either of the contentions. Firstly there is no dispute that the Developer is paying rent regularly to the Petitioners. The only grievance of the Petitioners is that advance rent is not paid. We see no reason to entertain such a submission as all other eligible persons are also similarly placed. However, liberty of the Petitioners is kept open to file appropriate proceedings including approaching this Court in the event there is failure or default on the part of the Respondent No. 5 developer in paying the rent.

7. So far as the PAAA Agreements are concerned, we find substance in the submissions of Mr. Khandeparkar, learned Counsel for the

Respondent No. 5 that the area to which the Petitioners are entitled to are certified by MHADA. In any case, it is the submission of Mr. Khandeparkar that the occupants are being allotted 3 times the area which they occupied i.e. 585 per square feet. In view of the express statement of Mr. Khandeparkar, learned Counsel for the Respondent No. 5 on instructions, we do not find any substance in this contention as well.

8. The Writ Petition is accordingly dismissed with no order as to costs.

[S.M. MODAK, J.]

[M.S. KARNIK, J.]