



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

**WRIT PETITION NO. 547 OF 2023
WITH
INTERIM APPLICATION (L) NO. 9529 OF 2022
WITH
INTERIM APPLICATION (L) NO. 30546 OF 2023
WITH
INTERIM APPLICATION (L) NO. 6868 OF 2024
IN
WRIT PETITION NO.547 OF 2023**

**Sadanand Arjun Mohite And Ors. ... Petitioners
Versus
Assistant Engineer And Ors. Respondents**

**WITH
WRIT PETITION NO. 549 OF 2023
WITH
INTERIM APPLICATION NO.410 OF 2023**

**Jitendra Damodar Jadhav And Ors. ... Petitioners
Versus
Assistant Engineer And Ors. Respondents**

**WITH
WRIT PETITION NO.3284 OF 2021
WITH
INTERIM APPLICATION (L) NO. 9527 OF 2022
IN
WRIT PETITION NO.3284 OF 2021**

**Jitendra Dharma Pandav And Ors. ... Petitioners
Versus
Assistant Engineer And Ors. Respondents**

**WITH
WRIT PETITION NO. 3869 OF 2021
WITH**

**INTERIM APPLICATION NO. 435 OF 2024
WITH
INTERIM APPLICATION NO. 844 OF 2024
WITH
COURT RECEIVER REPORT NO.270 OF 2024
WITH
INTERIM APPLICATION (L) NO. 9455 OF 2022
IN
WRIT PETITION NO.3869 OF 2021**

Prakash Gangaram Jadhav And Ors. ... Petitioners
Versus
Assistant Engineer And Ors. Respondents

**WITH
WRIT PETITION NO.1182 OF 2025**

Meena Ashok Kamble And Ors. ... Petitioners
Versus
Assistant Engineer And Ors. Respondents

Mr. Kranti L. C. a/w Mr. Kaustubh Gidh, for the petitioner in WP/547/2023, WP/549/2023 and WP/3284/2021, WP/1182/2025.

Mr. Mayur Khandeparkar a/w Mr. Abhishek Tilak, Mr. Arun Panickar, Mr. Milind Nar, Ms. Riya Tembhare, for respondent No.8 in WP/547/2023.

Mr. Surel Shah, Senior Advocate a/w Mr. Nikte, Mr. Anoop Patil i/b. Ms. Vaishali Ugale, for the respondent-MCGM in WP/547/2023.

Mr. Arun Panickar i/b. Mr. Milind Nar, for respondent No.7 in WP/547/2023.

Mr. Himanshu Takke, AGP, for the respondent-State in WP/547/2023.

Mr. Vishal Thadani, Addl.G.P, for the respondent-State in WP/549/2023.

Mr. Manish Upadhye, AGP, for the respondent-State in WP/3284/2021.

Smt. Lavina Kriplani, AGP, for the respondent-State in WP/3869/2021.

Mr. Milind More, Addl.G.P., for the respondent-State in WP/1182/2025.

Ms. Ronita Bhattacharya Bector, for the petitioners in WP/3869/2021.

Mr. Jagdish G. Aradwad (Reddy), for respondent-SRA in WP/547/2023, WP/3869/2021, WP/3284/2021, WP/549/2023 and WP/1182/2025.

Mr. Anoop Patil a/w Ms. Vaishali Ugale, for the respondents-BMC in WP/3284/2021, WP/549/2023 and WP/3869/2021.

Mr. Anoop Patil a/w Mrs. Rutuja Bodake i/b. Komal Punjabi, for the respondent-MCGM in WP/1182/2025.

Ms. Vaishali Ugale, for the respondent-BMC in WP/1182/2025.

Mr. Sushil Meshram, S.E. (M) F/N, Mr. Pawan Birewar, JE (M) F/N, Mr. Vikram Desai, AE ((WW) Survey, Mr. Kiran Kadam, AE (WW) PPR and Mr. Amit Hatwar, AE (O.C.) T. M.

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

DATE : 13th MARCH 2026

P.C. :

1. Heard learned counsel for the parties.
2. Our attention is invited to the various orders passed by this Court from time to time. A reference to the order dated 8th March 2024 has some relevance. Paragraphs 8, 9, 10, 11, 12, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30 and 31 of the order dated 8th March 2024 read thus :-

“8. We have in several recent cases already indicated that there is no impediment to the SRA issuing a provisional LoI subject to other compliances. In other words, there is no requirement that only a final LoI must be issued and until then nothing can be done. The reason we say this is that there are clearly third-

party interests that are vitally affected and must be addressed. These include not only the Petitioners but also the demands of the MCGM to complete what they described as a vital infrastructure project.

9. If this be so, we do not see how the SRA can defeat the interests both of the Petitioners and of the MCGM by unduly delaying or prolonging the issuance of the LoI.

10. For formality, and to ensure that there is no slip up, SRA is to be formally joined as a party Respondent to the Writ Petition without need of reverification. The amendment may be added by hand immediately. Mr Reddy is present and waives service. Mr Kranti LC will supply him a full set of the paper. Sejal Siddha Realtors LLP will also be joined as Respondents to the Petition. That takes care of the Sejal Siddha Realtors' IA, which is disposed of in these terms.

11. To ensure, therefore, that the public project proceeds in a timely and orderly fashion, we direct the SRA to take up the proposal of Sejal Siddha Realtors LLP immediately and on a priority basis and to process this for the purposes of a provisional LoI by 30th March 2024.

12. Subject to that provisional LoI being granted, the developer will make the necessary deposits of transit rent with the SRA by 8th April 2024.

19. We emphasize in particular that any removal of these persons from site must be preceded by two things: first, the necessary permissions/LoI/provisional LoI/supplementary provisional LoI from the SRA; and second, by a deposit in advance by the developer of the amounts to be paid as transit rent to those who are proposed to be shifted for that particular phase or part of that phase.

20. It goes without saying that the payment of transit rent is not a one-time payment. The deposit will have to continue to be made until possession of the rehab units is available to those eligible against an Occupation Certificate. We take it that if in future years of phases, the amount of transit rent payable to those who are affected by the next phase is higher than what is being paid to the 85 persons in the first batch today, then there will be a rationalization so that all are treated at parity. This is extremely important because it should not be that people who are commonly affected by the project should have to suffer differential or discriminatory financial

treatment. We understand that there is a 5% annual increment that is applicable. This may apply to those in an earlier phase where transit rent is already committed and under payment. But this will be rationalized so that those in earlier phases and those in successive phases receive exactly the same amounts in transit rent.

21. All transit rent obligations will begin from, and only from, the date when possession is obtained and not a day earlier.

24. To put it bluntly: if the MCGM opposes all possibility of a slum rehab project site being identified, we do not permit the removal of these Petitioners. The MCGM's problem of removal of these Petitioners is being resolved only because there is this slum rehab project that covers all 289 Petitioners. This comes at zero cost to the MCGM, for it has neither to provide alternative accommodation nor monetary compensation. If, therefore, opposition from the MCGM results in a failure or stoppage of the slum rehab project, the consequence will be that MCGM will have to revert to its internal policy of relocation or monetary compensation, and which other persons, not included in the present Petition, have separately assailed. Therefore, if MCGM opposition to the slum rehab project results in its failure, there can be no displacement of the Petitioners from the site until contentions regarding relocation/compensation under the MCGM policy are decided. Above all, there has to be some certainty and finality even to MCGM's planning and proposals. We are singularly unimpressed by the argument that the MCGM may in future require some other land or additional land for some other tangential or connected purpose. Relocation and displacement are as much part of planning as pure engineering. We will not blind ourselves to the harshest reality of all, even if the MCGM today seems to us more ostrich than planning authority, namely, that it constantly portrays its utter inability (or worse: failure, or refusal) to protect its own lands from encroachment; accompanied by its equal inability, failure and refusal to provision affordable housing. There are many Corporation-owned lands that are indeed sufficiently protected — the Municipal Commissioner's splendid heritage bungalow being perhaps the most vivid example. The MCGM simply cannot stand by and allow encroachments to proliferate under its nose and then be heard to complain. Therefore, once there is a proposal and a solution — and especially one that is a zero-cost-to-MCGM proposal — coming forward, we will

simply not permit the MCGM to oppose that propose; and we will not permit the MCGM to shelter under this umbrella that it is undertaking a vital infrastructure project. The water pipelines for this city are old and were always part of its vital infrastructure. They were always going to need constant upgrading and improvement. It was the MCGM that had to maintain these sites and keep them clear of encroachments. It failed to do so. It cannot make a virtue out of its own failings.

25. For some reason that we are unable to understand, Mr Godbole on behalf of the MCGM says his client is extremely apprehensive about Mr Khandeparkar's client's intentions. According to Mr Godbole, the MCGM believes that the developer will somehow endeavour to occupy land that the MCGM needs for this project. Equally, Mr Khandeparkar is apprehensive that if the MCGM or SRA requirement for rehab accommodation is on some constantly sliding scale, then the entire project becomes unviable and all the timelines that we have set will count for nothing.

26. We are not inclined to micromanage municipal affairs. We are even less inclined to tell the MCGM and the SRA what plans they should or should not consider. If the MCGM wants some clarity from the developer or vice versa, it is for them to work out. But we are entirely clear about one aspect of the matter. MCGM demands must be known for this particular project and must be locked in. If that is not done then just like encroachment, MCGM demands will continue to grow. They will have an equally deleterious effect on the slum project and on the future and the fate of these Petitioners. That we will not permit.

27. We therefore demand that the MCGM must cooperate in facilitating the slum rehab project — that is in the MCGM's own interests. We will accept no other view.

28. This is, therefore, an area of immense concern to us. Our orders should not ultimately be reduced to meaninglessness or worse simply because the MCGM continues to be unable to protect its own land from increasing encroachment. What this means is that there must be an accurate assessment of this situation as it stands today of the area that is affected in square meters and of the people who are affected. We will need to devise some legal method by which this area and these people can be literally ring-fenced so that a later attempt at encroachment does not derail either the SRA project being

undertaken by the developer or the municipal infrastructure project. Increasing encroachment is in nobody's interest. Containing it is in everyone's interest. We have not heard Ms Singh, in fairness, to argue that protections can be indefinitely granted even to persons who are put to notice of limitations and boundaries clearly drawn. In other words, once there is certainty to boundaries and capita numbers, any attempts at expansion of those boundaries or an increase in those numbers can receive no protection from either a court or under a policy. Of course, any such mechanism will have to be given the widest possible publicity including notices prominently displayed at site, but it must also mean that the MCGM will be entitled to take summary eviction action without being required to pay compensation for those who transgress these boundaries and attempt to increase these numbers set by an order of a court or some legal mechanism. One possible method, once there is an accuracy available to us in this regard, is to appoint the Court Receiver and to take this entire area into custody of the Court at least notionally. Any attempt to thereafter expand the boundaries or increase the numbers beyond those set would be in violation of orders of the Court and would receive no protection in law.

29. For the present we are confining ourselves to this project site and this project in question at this site. MCGM will have to work out some sort of mechanism for other projects in future. We are not making a generalised statement about all city projects. These directions are confined to this case and this project.

30. At Mr Godbole's request and for further directions in this last regard we list the matter on Thursday, 14th March 2024.

31. We will not be adjourning the matter repeatedly for instructions from the MCGM. There will be a meeting tomorrow, at 11.30 am at the office of Hydraulic Engineer, 1st Floor, Engineering Hub, Dr E Moses Road, Worli, Mumbai 400018. Representatives of the developer will be present on site. The SRA will depute an officer to attend the site. We do not want 289 Petitioners going there. Mr. Kranti may attend if he thinks that is appropriate."

3. Thereafter, an affidavit came to be filed by the MCGM dated 24th February 2026 which is set out in the consent minutes

of the order tendered by the parties duly signed by the advocate for the petitioners in Writ Petition Nos.547 of 2023, 3284 of 2021, 549, 2023, 3869 of 2021 and 1182 of 2025 and the advocate for respondent No.7 in Writ Petition No.547 of 2023 and respondent No.8 in Writ Petition No.547 of 2023. The minutes of the order dated 13th March 2026 is taken on record and marked as Exhibit "X" for identification. The minutes of the order reads thus :-

"1. Respondent No.3- Municipal Corporation of Greater Mumbai / Brihanmumbai Municipal Corporation "MCGM" has filed Affidavit in Reply dated 24th February, 2026 stating:

"in view of the aforesaid subsequent developments, it is humbly submitted that this Hon'ble Court may pass necessary directions so that encroachment above and withing a radius of 10 meters from the Municipal Water Mains can be removed expeditiously without any further delay by providing accommodation under SR Scheme beyond the distance of 10 meters from the four Water Mains of 1800 mm, 1200 mm, 1200 mm and 800 mm diameters as per the proposal and as per the latest IIT Bombay feasibility report, for shifting of water mains, which will be availed at all relevant times".

2. Having regard to the fact that the issue involved concerns the Tanasa Water Pipeline, which is of vital public importance, the slum Rehabilitation Scheme

submitted by Respondent Nos.7 and 8 shall be processed by the Slum Rehabilitation Authority (SRA) and MCGM in accordance with law as expeditiously as possible. Respondent No.3 shall issue a No Objection Certificate (NOC) on such terms as it may deem appropriate subject to NOC of IIT Bombay including suggestion that may be contained in the report of IIT Bombay as regards the fourth pipeline and as per their requirement, in consultation with Slum Rehabilitation Authority, for implementation of the aforesaid S. R. Scheme, as expeditiously as possible.

3. The Slum Rehabilitation Authority and the MCGM shall carry out the necessary biometric survey of all slum dwellers/ huts on the site in relation to the present S R Scheme and proceed to issue certified Annexure-II as expeditiously as possible and preferably within a period of 24 weeks from today.

4. All eligible slum dwellers of the present S.R. Scheme shall be rehabilitated in the S.R. Scheme being implemented by Respondent No.8 Developer. All the slum dwellers of the present S.R. Scheme, as well as Respondent No.7 society agree and undertake to this Hon'ble Court to vacate their respective structures/tenements within a period of 15 days from any communication in this regard from Slum Rehabilitation Authority, or the MCGM. In case, any slum dweller fails to vacate their respective tenement, such act shall be treated as non-co-operation and would attract consequences

stipulated under section 33 A of Maharashtra Slum Areas (IC & R) Act, 1971. The pendency of eligibility of any particular slum dweller shall not be a ground to withhold the possession. In the event any slum dweller is subsequently declared eligible, such person shall be entitled to transit rent at par with other eligible slum dwellers from the date of such declaration.

5. The Petitioners in Writ Petition No.1182 of 2025 have preferred Individual Appeals before Respondent No.2 seeking determination of their eligibility. Respondent No.2 is therefore requested to decide the said Appeals expeditiously and preferably within a period of four weeks from today.

6. Respondent No.8 undertakes to pay rent to all eligible slum dwellers prior to seeking their eviction at the rate along with increments prescribed by the General Body of the Society and duly approved by Slum Rehabilitation Authority and continue to pay such rent until they are rehabilitated.

7. Respondent No.8 agrees and undertakes to bear all costs for shifting and construction of the Tanasa Water pipelines on the portion within the present S. R. Scheme in consultation and as per directions of Respondent No.3/MCGM.

8. All slum dwellers in present S R Scheme will be treated in parity.

9. The Court Receiver appointed by this Hon'ble Court by an Order dated 23rd April, 2024, stands discharged without passing accounts and subject to payment of such costs and charges by Respondent No.8.

10. Respondent No.8 agrees and undertakes to extend statement made in this minute to all slum dwellers of present S R Scheme including but not limited to the Petitioners in Writ Petition No.3284 of 2021, Writ Petition No.549 of 2023, Writ Petition No.3869 of 2021 and Writ Petition No. 1182 of 2025.

11. All the above Writ Petitions along with Interim Applications filed therein, stand disposed off in aforesaid terms.

12. Liberty to apply.”

4. Mr. Surel Shah, learned Senior Advocate who appeared for the Corporation invited our attention to the affidavit dated 24th February 2026 filed by the MCGM, however, it is made clear that these minutes are not signed by the MCGM.

5. Mr. Jagdish G. Aradwad (Reddy), learned counsel appearing for the SRA also categorically states that the minutes are not signed by the SRA on their behalf.

6. We have gone through the consent minutes of the order between the parties who are signatories to the minutes.

Considering the previous orders passed and having regard to the submissions of learned counsel, we are satisfied that the present Writ Petitions can be disposed of in terms of the consent minutes of the order. The Writ Petitions are disposed of in terms of the consent minutes of the order. The parties to abide by the terms of the consent minutes of the order.

7. All the Interim Applications are disposed of.

(S.M.MODAK, J.)

(M.S.KARNIK, J.)