

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 3655 OF 2025

Jangid Homes Pvt Ltd ., thr. Its Director

...Petitioner

Versus

Slum Rehabilitation Authority & Ors.

...Respondents

Mr. J. P. Sen, Sr. adv. a/w Kunal Vaishnav i/b Snappa Nadrankar for Petitioner.

Mr. Vishwanath Patil a/w Harshwardhan Karande for Respondent Nos.1 to 4 – SRA.

Mr. R. P. Ojha for Respondent No.6.

Mr. Darius Khambata a/w Chirag Balsara Shrey Fatterpekar, Sukhada Wagle, Nutash Kotwal, Arman Mulla i/b RJD & Partners for Respondent No.7.

**CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.**

DATE: 9 FEBRUARY 2026

P.C.

1. We have heard learned counsel for the parties on this petition. This petition filed under Article 226 of the Constitution of India praying for the following reliefs:

“A. That this Hon'ble Court be pleased to issue Writ of Mandamus or the Writ in the nature of Mandamus or any other Writ or order or direction as this Hon'ble Court may deemed fit and declare that any approvals issued by Respondents using the subject property being land admeasuring 671.40 sq. meters bearing C.T.S. No. 49 (part), 49/600 to 49/608 & 49/612 corresponding Survey No. 6, Hissa No. 5 (part), including structures standing thereupon situated at Village Majas (Part II), Taluka Andheri, Jogeshwari (East), Mumbai Suburban District or any portion thereof for benefit of any other S R Scheme on adjacent property as void, illegal and not binding upon Petitioner;

B. That this Hon'ble Court be pleased to issue Writ of Mandamus or the Writ in the nature of Mandamus or any other Writ or order or direction as this Hon'ble Court may deemed fit directing to withdraw letter dated 18.02.2025 issued by Respondent No.3, the letter dated 03.03.2025 and the draft Annexure-II prepared by Respondent No.5 and the map showing the subject property being land admeasuring 671.40 sq. meters bearing C.T.S. No. 49 (part), 49/600 to 49/608 & 49/612 corresponding Survey No. 6, Hissa No. 5

(part), including structures standing thereupon situated at Village Majas (Part II), Taluka Andheri, Jogeshwari (East), Mumbai Suburban District or any portion of thereof as a part of any other S R Scheme being implemented on any other property;

B.1. That this Hon'ble Court be pleased to issue Writ of Mandamus or any other writ or order or direction as this Hon'ble Court may deem fit directing withdrawal of Final Annexure-II dated 10th June-2025.”

2. Considering the nature of the grievances raised by the petitioner, which concern the inclusion of a part of land bearing CTS No.49 (part), 49/600 to 49/616 and 49/616 corresponding to Survey No.6, Hissa No. 5 (part), in a slum scheme being executed by respondent Nos.6 and 7, we are of the opinion that it would be appropriate that the contentions as urged by the petitioner, claiming ownership of land admeasuring 251 square meters (which is the land remaining after deducting the area already utilized for Municipal Corporation) be decided by the Chief Executive Officer (CEO) of the Slum Rehabilitation Authority (SRA), after hearing the petitioner and respondent Nos.6 and 7.

3. We accordingly permit the petitioner to make a substantive representation in that regard, raising all contentions, including the contention as raised in the petition to be asserted before the Chief Executive Officer. Let the same be filed within one week from today. The parties are permitted to refer to the Writ Petition's paper-book, if so necessary.

4. In such context, all contentions of respondent Nos.6 and 7, including the contention on the locus of the petitioner, are expressly kept open, to be considered by the Chief Executive Officer.

5. In the aforesaid circumstances, we are inclined to dispose of this petition, by directing the Chief Executive Officer to decide the petitioner's representation

as expeditiously as possible and, in the event, within a period of fifteen days from the date of its filing.

6. Mr. Khambata, learned senior counsel for respondent No.7, on instructions, has stated that till such representation is decided, his client shall not undertake any construction on the disputed land.

7. Disposed of in the aforesaid terms. No costs.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)