

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

WRIT PETITION NO.4065 OF 2025

1. Jyoti R.Kawa,
2. Neeta P.Vaghela,
3. Priti P.Dodia,
all R/o.Mumbai.

Petitioners

versus

1. Slum Rehabilitation Authority,
2 Municipal Corpn. Of Greater Mumbai,
3. Maitri Siya Enterprises,
4. Sachin Kantilal Bhatt,
5. Nilesh Surendra Poojari,
6. Mahesh Kantilal Bhatt,
7. Kshor Surendra Poojari,
8. Shiv Mahal Co-op.Housing Society Ltd.

Respondents

Ms.Smita Durve (V.C) i/by Adv.Parisha Shah for Petitioner.

Ms.Ravleen Sabharwal for Respondent no.1 SRA.

Ms.Anjali Ghuge for Respondent MCGM.

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

DATE: 2nd February 2026

P.C.

1. This petition under Article 226 of the Constitution of India is filed
praying for the following substantive reliefs :

“A. This Hon’ble Court be pleased to issue Writ of Certiorari or any other Writ, Order or direction in the nature of Writ of Certiorari inter alia calling for the records and proceedings in the matter of Intimation of Approval dated 14th June 2024 bearing Reference No.R-S/PVT/0095/20240215/AP/C issued by Respondent no.1 (Exhibit K) hereto and after considering the legality, validity and propriety thereof, be pleased to pass appropriate direction and orders;

B. This Hon'ble Court may be pleased to issue Writ of Mandamus or any other Writ in the nature of Mandamus, Orders and directions ordering and directing Respondent no.1 and its Officers to forthwith take action on the complaints/representations submitted by the Petitioners and further strictly enforce the conditions of Intimation of Approval bearing Ref.No.R-S/PVT/0095/ 20240215/AP/C dated 14th June 2024 and further thereupon order and direct Respondent no.3 to 7 to forthwith implement, observe, perform and discharge all the pending obligations and conditions as per the Development Agreement dated 12th July 2021 and accordingly Respondent no.3 to 7 be ordered and directed :-

i. To forthwith make payment of the entire outstanding/arrears of transit compensation as on June 2025 payable to the Petitioners amounting to a sum of Rs.9,05,745.40 (Rupees Nine lakhs five thousand seven hundred and forty five and forty paise only) for old Flat No.21 and Rs.8,83,548/- (Rupees Eight lakhs eighty three thousand five hundred and forty eight and eighty paise only) for old Flat No.22 and further continue to make payment of such amount for subsequent period as per the terms and conditions of the Redevelopment Agreement dated 12th July 2021 until the Petitioners are not handed over the possession in accordance with the said Agreement;

ii. To execute and cause registration of the Agreement of permanent alternate accommodation of their respective premises being a residential premises bearing No.801 on the 8th floor, admeasuring about 605.36 sq.ft usable carpet area in favour of the Petitioner Nos.1 and 2 and a residential premises bearing No.802 on the 8th floor admeasuring about 593.75 sq.ft usable carpet area in favour of Petitioner no.3 in the composite building proposed to be constructed on all that piece and parcel of land bearing CTS No.3, admeasuring about 1106.1 sq.mtrs, CTS No.3/1, admeasuring about 930.3 sq.mtrs lying, CTS No.3/2, admeasuring about 22.8 sq.mtrs, CTS No.3/3, admeasuring about 23.9 sq.mtrs, CTS No.3/4 admeasuring about 17.3 sq. mtrs, CTS No.3/5, admeasuring about 16.5 sq.mtrs, CTS No.3/6 admeasuring about 16.5 sq.mtrs, CTS No.3/7, admeasuring about 18.1 sq.mtrs, CTS No.3/8 admeasuring about 18.1 sq.mtrs, CTS No.3/9 admeasuring about 18.7 sq.mtrs, corresponding to Survey No.88, Hissa No.12 at Village Malad (North), Taluka Borivali, lying being and situated at Mathuradas Road, Kandivali West, Mumbai-400 067 in furtherance of the Redevelopment Agreement dated 12th July 2021."

2. The primary grievance of the Petitioners is that Respondent no.1 i.e. Slum Rehabilitation Authority (SRA) has not ensured compliance of the terms and conditions of the sanction granted by it with respect to the redevelopment project by Respondent nos.3 to 8 in terms of Circular dated 1st August 2023. Further, the Petitioner is also aggrieved by the inaction on the part of Respondent no.3 i.e. the developer Maitri Siya Enterprises in not executing the Permanent Alternate Accommodation Agreement (PAAA) and in not paying the transit rent to the Petitioners from June-2025.

3. This Court by an earlier order dated 24th November 2025 had passed the following order in the absence of the developer not taking any further steps, and also directed Respondent no.1 SRA to place on record the correct position in regard to the redevelopment scheme which it sanctioned in favour of Respondent no.3 developer. The order dated 24th November 2025 reads as under:

“1. The Developer has not taken any further steps. As to how SRA has not taken action against the developer is the question. We accordingly direct the Competent Authority of the Slum Rehabilitation Authority, to place on record the correct position on affidavit, in regard to the scheme in question, and in regard to whether the developer at all is interested to carry forward the project in question. More particularly that despite repeated notices the developer has refused to appear in the present proceedings.

2. We also clarify that in the event on the adjourned date of hearing, if the developer is not represented, we shall proceed to pass appropriate order, including directing the SRA to take over the project and take all permissible steps as the law may mandate, so that rehabilitation of the slum dwellers can be undertaken expeditiously. List on **27th November 2025**.

3. Copy of the affidavit be placed on record, as also be served on all the parties.

4. This Court also in its order dated 17th January 2026 had categorically noted that the dispute in the present proceedings could be resolved as there was willingness on the part of the developer to settle the aforesaid dispute and to pay

the outstanding transit rent and also to execute PAAA with Petitioners. The order dated 17th January 2026 reads thus :

“1. We are of the opinion that the dispute in the present proceedings can certainly be resolved, as there is willingness on the part of the developer. A part of the deficit transit rent has already been paid, though certain amounts remain outstanding. In our view, the dispute can be amicably resolved insofar as permanent alternate accommodation is concerned. The developer has expressed readiness and willingness to enter into the Permanent Alternate Accommodation (PAA) Agreement within a period of 15 days from today. If that be so, the parties shall arrive at an appropriate consensus. The parties are at liberty to approach the Court with the Minutes of the Order. Stand over to **20th January 2026**.

2. We clarify that we have not examined the contentions raised on behalf of the SRA, and more particularly the contention that the development in the present case is admittedly a development under DCPR 33(11).

5. Today, when the matter has come up for hearing, there is no affidavit which has been placed on record by Respondent no.1 SRA as directed by this Court vide order dated 24th November 2025. Learned counsel on behalf of Petitioners has appeared through Video Conferencing and Ms.Ghugre appears for Respondent no.2 MCGM. None appears on behalf of Respondent no.3 developer despite being served and its counsel having appeared on 17th January 2026 when a statement was categorically made on behalf of the developer that Respondent no.3 would execute a PAAA with the Petitioners and transit rent would be paid to the Petitioners.

6. Considering our earlier orders and the submissions made on behalf of the Petitioners, Respondent no.1 SRA and Respondent no.2 MCGM, we deem it appropriate to pass the following order in the interest of justice :

ORDER

(i) The Respondent no.3 i.e. the developer shall execute Permanent Alternate Accommodation Agreement (PAAA) with the Petitioners and shall pay

the transit rent from June-2025 till date to the Petitioners, within a period of ten days from the date this order is made available to Respondent no.3;

(ii) If there is any dispute regarding quantum of transit rent which is payable by the Respondent no.3 developer to the Petitioners, then the Petitioners shall file an appropriate representation to the Special Cell constituted by Respondent no.1 SRA in pursuance of order of this Court in **Om Shri Sai SRA Co-operative Housing Society Vs. State of Maharashtra and others**¹. Such representation, if made, shall be decided within the time frame as directed by this Court in the said decision after hearing the Petitioners on all such contentions which may be raised in respect of quantum of the transit rent;

(iii) All rights and contentions of the parties are expressly kept open;

(iv) The writ petition is disposed of in the above terms. No costs.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)

¹Writ Petition No.3140 of 2019, decided on 23-12-2025