

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

WRIT PETITION NO.3893 OF 2025

Sharad Lalji TambePetitioner

Versus

The Municipal Corporation Of
Greater Mumbai & Ors.Respondents

WITH

INTERIM APPLICATION (L) NO. 5972 OF 2026
IN

WRIT PETITION NO.3893 OF 2025

Sai Siddhi Builders And Developers,
Through Partners Nilesh Gadekar
and Haresh PatelApplicant

Versus

The Municipal Corporation Of
Greater Mumbai & Ors.Respondents

WITH

INTERIM APPLICATION NO. 7732 OF 2025
IN

WRIT PETITION NO.3893 OF 2025

Sanman Prakash Gaonkar & Ors.Applicants

In the matter between :

Sharad Lalji TambePetitioner

Versus

The Municipal Corporation Of
Greater Mumbai & Ors.Respondents

Mr. Abhishek L. Tripathi a/w Mr. Bharat Tiwari, Advocate for the Petitioner.

Mr. Ranjit Agashe a/w Mr. Pranil Lahigade and Ms. Renu i/b. Mr. Pankaj Thatte, Advocate for the Applicants in IA(L)/5972/2026.

Mr. Rajendra Jain i/b. Mr. Patil, Advocate for Respondent No.2.

Mr. Girish Godbole, Senior Advocate, a/w Ms. Indrayani Koparkar and Ms. Ankita Naik, Advocate for Respondent No.3.

Mr. Rakesh Pathak, AGP, for the Respondent No.4-State.

Mr. S.U. Kamdar, Senior Advocate, a/w Ms. Anjali Ghuge, Advocate for Respondent No.1 (MCGM/BMC).

Ms. Shalaka Parulekar (Daughter of Land Owner), present in the Court.

**CORAM : RAVINDRA V. GHUGE &
ABHAY J. MANTRI, JJ.
DATE : 25th FEBRUARY, 2026**

P.C. :-

1. This matter was heard for quite some time at around 6:00 O' Clock yesterday and was granted an overnight passover.

2. Today, after considering the submissions of the learned Senior Advocates, as well as the learned Advocates for the appearing parties, and in view of the consensus, we are passing the following order :

(a) The Owner of the Tenement in which the Petitioner was residing claiming a tenancy right, will place the Petitioner notionally back into the position of a Tenant (the premises have already been demolished and re-development is to be undertaken).

(b) The Owner, as well as the Petitioner, agree to a PAAA Agreement between the Developer and the Owner and/or the Tenant, considering the peculiar facts and circumstances in this case. Such a PAAA Agreement would bind both these parties, meaning the Owner as well as the Tenant, irrespective of having been signed by either of them.

(c) The Owner agrees to allow the Tenant to receive the temporary transit rent/compensation, which would be subject to the dispute between the Owner and the Tenant.

(d) The dispute between the Owner and the Petitioner-Tenant, as well as the Tenant receiving the transit rent, shall be subject to the decision in the litigation between the two, if it is already instituted or is likely to be instituted.

(e) The Corporation would proceed on the afore-stated premises/arrangement, and the re-development of the Project would take shape.

(f) The Developer makes a statement, on instructions, that, considering the dispute between the Owner and the Petitioner-Tenant, one accommodation in the re-developed property, which is tentatively allocated a number as Flat No.303, shall be kept secured, and until the dispute between the Petitioner-Tenant and the Owner is resolved, the Developer would not create any third-party interest in or part with possession of, the said flat, since either of these two persons is likely to receive the said tenement.

(g) After the building is completed and it receives OC, the said Flat No.303 would entail property taxes and maintenance charges. If the dispute between the Petitioner-Tenant and the Owner is not resolved in any Court of law until then, the Tenant who would be occupying the said flat temporarily, would be liable to pay all these charges without any reservation or objection. If he opposes any such payment, we grant liberty to the Authorities to initiate steps for recovery of all these charges as arrears of land revenue under the MLR Code.

(h) The transit rent already paid by the Developer to the Owner would also be a subject of dispute between the Owner and the Tenant. The issue of unpaid transit rent has been kept open for the Competent Court to deal with when the dispute between the Petitioner-Tenant and the Owner is taken to fruition, from the period from August 2025 to 28th February 2026.

3. With the above observations and directions, this **Petition is disposed off.**

4. Pending **Interim Applications** stands **disposed off.**

(ABHAY J. MANTRI, J.)

(RAVINDRA V. GHUGE, J.)