IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.11551 OF 2025

Upvan Woodlands Co-operative Housing Society Limited ***...Petitioner***

V/s.

1. M/s. Upvan Developers
2. M/s. Govindram Brothers Pvt. Ltd.
3. M/s. Balrampur Chini Mills Limited
4. The Competent Authority & District Deputy Registrar, Co-operative Societies, Mumbai City
5. The State of Maharashtra through Secretary, Housing Department.

...Respondents

Ms. Tanaya Patankar with Mr. Devang Shah and Mr. Aditya Kanchan i/b Lakshyavedhi Legal *for the Petitioners.*

Mr. Karl Tamboly with Mr. Samit Shukla, Ms. Delnavaz Patel and Ms. Sayali Diwadkar i/b Trilegal *for Respondent No.1.*

Mr. Nimesh Bhatt *for Respondent No.2.*

Mr. P.G. Sawant, AGP *for Respondent Nos.4 and 5/State.*

CORAM: SANDEEP V. MARNE, J.

Reserved On: 9 June 2026.

Pronounced On: 15 June 2026.

Judgment:

1) ***Rule***. Rule is made returnable forthwith. With the consent of the learned counsel appearing for parties, the Petition is taken up for final disposal.

2) The Petitioner-Society has filed the present Petition under Article 227 of the Constitution of India challenging Order dated 20 May 2025 passed by the District Deputy Registrar, Co-operative Societies, Mumbai City-4 and Competent Authority (**Competent Authority**) rejecting its Application No.222 of 2024 for deemed conveyance.

3) Briefly stated, facts of the case are that Respondent No.3 was the original owner in respect of larger property comprising of 5 plots bearing Plot Nos.145, 146, 147, 148 and 149 at Village Chinchavali and Dindoshi, Taluka Borivali, collectively admeasuring 4683.80 sq. mtrs. By Agreement for Sale dated 18 April 1978, Respondent No.3 transferred its right, title and interest in the larger property in favour of Respondent No.2. Respondent No.2 got the layout/sub-division in respect of five plots approved from the Municipal Corporation of Greater Mumbai (**MCGM**). Respondent No.2 entered into partnership in the name and style of Respondent No.1 under a Deed of Partnership dated 18 July 1989 and subjected the larger property to the business of partnership.

4) This is how Respondent No.1 became the developer/owner in respect of the concerned land. It appears that there were bungalows in each of the five plots. Respondent No.1 engaged with the occupants of three out of the five bungalows and accordingly got a mini layout approved on 6 July 2007. As per the sanctioned layout Respondent No.1 has constructed building consisting of three levels of parking and stilt plus 15 upper and two refugee floors. The building is named 'Upvan Woodlands'. Occupation Certificate in respect of the building was granted on 6 May 2017. The building is constructed on undivided portion of the land admeasuring 2799.90 sq. mtrs. forming part of the larger land. Respondent No.1 sold various units in the building to the various plot purchasers by executing agreement with them under provisions of Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (**MOFA**). The land admeasuring 2799.90 sq. mtrs. forming part of the larger land is the subject matter of MOFA agreements executed with the flat purchasers.

5) The flat purchasers of the building Upvan Woodland have formed the Petitioner-Society, which came to be registered on 11 July 2018. The Society demanded conveyance of the land from Respondent No.1. By letter dated 1 September 2023, Respondent No.1 shared draft Deed of Conveyance for conveying the portion of land admeasuring 2799.90 sq. mtrs. in favour of the Petitioner-Society. However, Respondent No.1 showed willingness to execute conveyance only after completion of entire layout development. Since Respondent No.1 showed

willingness to execute conveyance only after completion of the entire layout development, Petitioner-Society filed an Application before the Competent Authority seeking unilateral deemed conveyance of the land admeasuring 2799.90 sq. mtrs. The Respondent No.1 opposed the Application taking the stand that the Application was premature and that the conveyance could be executed only after completion of development of layout in all respects.

6) The Competent Authority has rejected Petitioner's Application for deemed conveyance by order dated 20 May 2025 on the ground that Petitioner-Society's building has already been benefited from the global FSI of the layout and granting conveyance at this juncture would wholly prejudice the contractual rights of Respondent No.1. The Competent Authority has concluded that Petitioner-Society could not establish that Respondent No.1 has failed to comply with Section 11 of the MOFA. Accordingly, Petitioner-Society's Application for deemed conveyance is rejected by Order dated 20 May 2025, which is subject matter of challenge in the present Petition.

7) Ms. Patankar, the learned counsel appearing for Petitioner-Society has submitted that the Competent Authority has erroneously rejected Petitioner's Application for deemed conveyance on the ground of incomplete development of the entire layout. She submits that the Competent Authority has misread the judgment of this Court in ***Marathon Era Co-operative Housing Society Limited vs. The Competent Authority & District Deputy Registrar, Co-operative Societies and***

Others[1] to mean as if the application for deemed conveyance cannot be entertained and granted without completion of lay-out development, whereas the judgment holds exactly to the contrary. She also relies on the judgment of this Court in ***Lok Housing and Construction Limited vs. State of Maharashtra and Others***[2] in support of her contention that the Competent Authority can grant conveyance even before completion of layout development. That the Competent Authority has erroneously considered letter dated 1 September 2023 of the Respondent No.1 for recording finding of absence of failure. That the said letter actually rejects the demand for conveyance raising the plea that conveyance can be granted only after completion of layout development.

8) Ms. Patankar invites my attention to the MOFA Agreement in support of her contention that the Society's building is constructed in respect of land admeasuring 2799.90 sq. mtrs. and that therefore the Society is entitled to have conveyance of the said land. She also relies upon Architect's Certificate dated 25 September 2024. She submits that since there is no dispute about the area of land to be conveyed, this Court can direct Competent Authority to issue certificate of deemed conveyance rather than remanding the application for fresh adjudication and in support, she relies on judgment of this Court in ***Gala Complex Premises Co-operative Society Limited vs. Gala Wood Works and Others***[3]. She further relies on judgment of this Court in ***Mahanagar Realty through its Partner vs. Ganga Ishanya Co-operative Housing***

1 MANU/MH/2473/2024

2 2025 SCC OnLine Bom 711

3 2026 SCC OnLine Bom 2052

Society Ltd.[4] in support of her contention that it is necessary to freeze the FSI as per the sanction plan after construction of building in a lay-out for the purpose of grant of deemed conveyance. She prays for setting aside the order of the Competent Authority and for issuing direction for conveyance of land admeasuring 2799.90 sq. mtrs. in favour of the Petitioner-Society.

9) Mr. Tamboly, the learned counsel appearing for Respondent No.1 opposes the Petition submitting that the Competent Authority has rightly rejected the application of Petitioner-Society. That Respondent No.1 has never rejected demand of Petitioner-Society for conveyance. That even before the Competent Authority, Respondent No.1 had shown willingness to grant conveyance upon completion of the entire lay-out development. He relies on Clause 12 of the MOFA Agreement in support of his contention that the parties have contractually agreed for execution of conveyance only after entire development of lay-out is complete. He submits that Competent Authority cannot ignore contractual clauses while deciding application under Section 11 of the MOFA. He relies on judgment of this Court in ***Neelkanth Heights Co-operative Housing Societies Association Limited & Ors. vs. Abhinav Real Estate Private Limited & Ors.***[5] in support of his contention that Competent Authority cannot ignore contractual clause while deciding Application under Section 11 of the MOFA. He also relies on the letter dated 1 September 2023 in which also Respondent No.1 had shown willingness to execute conveyance by sharing draft deed. He submits that Respondent No.1 is

4 2026 SCC OnLine Bom 1445
5 Writ Petition No.165 of 2025, decided on 9 May 2025.

yet to complete development on remaining portion of the land. That plans for remaining portion of land are already sanctioned. That Respondent No.1 has not utilized any portion of FSI flowing out of the land earmarked for Petitioner-Society. That Respondent No.1 is carrying out development on remaining portion of the land by constructing PTCs for MCGM on another plot of land. That therefore completing balance construction in the layout does not affect the rights of Petitioner-Society in any manner. Mr. Tamboly further submits that Competent Authority has arrived at a correct finding that Society's Application was premature. That Society has expressly agreed for conveyance only after completion of layout development.

10) Mr. Tamboly further submits that granting conveyance to the Petitioner-Society in respect of portion of land would grossly prejudice rights of the Respondent No.1 to complete layout development. He relies on judgment of this Court in ***ACME Enterprises & Anr. vs. Deputy Registrar, Co-operative Societies & Ors.***[6] in support of his contention that Petitioner-Society cannot question construction on balance portion of the land by seeking premature conveyance of part of the land. Mr. Tamboly submits that this Court can specify a time line for completion of balance lay-out development which would allay the fear of an indefinite delay in conveyance of land. He submits that Occupation Certificate in respect of Petitioner's building is received only in 2017. He therefore prays for dismissal of the Petition submitting that Respondent No.1 would voluntarily execute conveyance in favour of Petitioner-

6 IA No.4859 of 2025 in Suit No.151 of 2025, decided on 4 November 2025.

Society in accordance with draft shared vide letter dated 1 September 2023.

11) Rival contentions of the parties now fall for my consideration.

12) The Competent Authority has rejected Petitioner-Society's application for deemed conveyance essentially on the ground that the entire lay out development is still incomplete. The application is held to be premature. The Competent Authority has held that the Petitioner could not establish a failure by Respondent No.1-Developer to comply with the provisions of Section 11 of MOFA as the agreed time line for conveyance has not yet elapsed. While dismissing Petitioner's application for deemed conveyance, the Competent Authority has directed Respondent No.1 to adhere to its obligations under the Agreement for Sale by executing conveyance upon completion of the layout in accordance with MOFA and applicable regulations.

13) The contractual stipulations for grant of conveyance are incorporated in Clause-12 of the Agreement for Sale executed with the flat purchasers, which read thus:

> 12. The Developers have informed the Purchasers that the development of said Building is as part of Layout for amalgamated development of 5 (five) Plots on basis of 2.00 FSI as now permissible as well as and including for any increased FSI/TDR or other benefits as may become permissible in future till all Flats/Premises and other areas [including but not confined to the limited common areas, parking spaces forming part of relevant Flats allotted, any utility areas or independent areas for exclusive use with any Flats in the Project, pocket terraces and other areas etc. of any nomenclature as are attached to and/or allotted along

with the concerned Flats and constructed as per sanctioned plans for the Project as are or may be approved by MCGM from time to time] in entire Project so contemplated and developed are sold and that the area from and out of said 5 Plots including under the Old bungalows as are now pending demolition as is not now utilized for development forms part of Layout to be so developed and the Purchasers are aware of and consent irrevocably to development by Developers and/or their nominee/s or assign/s etc. of one or more building/s consuming residual FSI/TDR and other benefits on above basis after FSI/TDR used in said Building being developed at present and offered for sale, on such balance area out of the Layout and such portion adm 1883.90 sq.mtrs [Plot Nos. 148 & 149] is identified on plan of Layout of said 5(Five) plots.

The Purchaser is informed and confirm that the Conveyance of said Building with FSI/TDR as consumed therein shall be executed only after the entire Project and development of Layout as aforesaid is completed in all respect and Flats with other areas as explained above in all Buildings within Layout so developed are sold and till then the Developers or Owners are not and shall not be deemed liable to execute any Conveyance.

The Purchaser is informed and confirm that the Conveyance of Common RG areas on the Ground level or Podium Level and/or any Common Facility/Amenity such as Swimming Pool/s, Health Club etc. shall be conveyed jointly to all Society/Owners of Building so developed within said Layout and in case for convenience such areas are conveyed to any one of the Society or Owner of Building so developed then such Society or Owner of Building so developed shall in all respect of such areas shall be holding the same ONLY as Trustee for benefits of all such Society/Owners of Building so developed with said Layout and the maintenance and upkeep and repairs etc. of such areas [in whatsoever manner conveyed] shall be borne and paid on prorate basis from date of use by respective Society/Owner based on prorate share determined on basis of FSI/TDR etc. consumed in their Building vis a vis the Total FSI consumed from time to time till date of commencement of such use by any Society/Owner and ultimately within Layout so developed.

The Purchaser is informed and confirm that after entire Layout as envisaged and contemplated above is over and Conveyance of entire Land within Layout is duly conveyed thereafter to concerned Society/Owner within Layout as aforesaid, the future increases of benefits in FSI/TDR etc. over and above FSI/TDR finally consumed to entire Layout, shall be accrued on prorate basis to all Society/Owner within Layout completed as abovesaid and such prorate share/entitlement shall be determined on basis of FSI/TDR etc.

> consumed in their Building vis a vis the Total FSI consumed ultimately within Layout so developed.
>
> *(emphasis added)*

14) Before the Competent Authority, Respondent No.1 relied upon the above emphasized portion of Clause-12 of the Agreement for Sale under which parties had agreed that conveyance of the building with FSI/TDR is to be executed only after the entire project and development of layout is complete in all respects and after flats with other areas in all buildings within the layout are sold. Relying on Clause 12, Respondent No.1 contended before the Competent Authority that till completion of entire layout development, it is not contractually obliged to execute conveyance in favour of the Petitioner-Society. With this plea, Respondent No.1 filed maintainability application dated 7 November 2024 before the Competent Authority in addition to its written statement.

15) The Competent Authority is persuaded to accept the contention raised by Respondent No.1. After noting the rival contentions of Petitioner and Respondent No.1, the Competent Authority relied upon judgment of this Court in ***Marathon Era*** (supra) and held in para-26 of the order as under:

> 26. The Marathon Era judgment is pivotal, as it addresses the unique challenges of multi-structural layout developments. The Hon'ble Bombay High Court held that in such layouts, FSI is pooled across the entire land, and the built-up area of a structure is not tied to its plot-specific FSI. The court observed:
>
> "There is an assessment of the maximum buildability of the entire layout taken as a whole… The built up area that a structure consumes is no longer tied to any particular, defined or known plot area."

> The court further noted that premature conveyance in such cases risks an unequal distribution of FSI, as the internal allocation of FSI is determined by the promoter and is unrelated to individual plot areas. The judgment underscores that Rule 9 applies only when no conveyance timeline is agreed, and that the terms of the Agreement for Sale govern the promoter's obligation.
>
> Applying this principle, the Agreement for Sale in the present case explicitly stipulates, through Recital H and Clause 12, that conveyance shall be executed only upon completion of the entire layout. The Applicant's contention that the Agreement is silent on the timeline is untenable, as Clause 12 clearly sets out the condition precedent of layout completion. The Applicant's reliance on Rule 9 is therefore misplaced, as the agreed timeline prevails, as held in Marathon Era and reaffirmed in Venus Vasant Valley. The first opponent's evidence of tenancy settlements and ongoing efforts to obtain approvals further corroborates that the layout development is in progress, rendering the application premature.

16) This is how the Competent Authority has held that the time line set out in Clause 12 of the Agreement for Sale would bind the parties and reliance of the Petitioner on Rule 9 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964 **(MOFA Rules)** is misplaced. In short, the Competent Authority has held that the time line prescribed in contractual clause of the Agreement for Sale would prevail over the time line stipulated in Rule 9 of MOFA Rules. This finding of the Competent Authority is contrary to the settled position of law that the timeline prescribed in Rule 9 would prevail over the contractual timeline in the Agreement for Sale. The issue is no more *res-integra* and is covered by judgment of Single Judge of this Court in ***Lok Housing and Construction Ltd.*** (supra) in which this Court interpreted the term 'period' appearing in Rule 9 and held that the same connotes a fixed, determinable and

reasonable span of time. This Court held that any clause in the Agreement for Sale that attempts to override or nullify the statutory obligation under Rule 9 must be declared void to that extent, being inconsistent with law. This Court held in paras-17 to 24 of the judgment as under:

> 17. The submission advanced on behalf of the petitioner, seeking to justify delay in execution of conveyance by relying upon contractual clauses 25 and 28 to contend that conveyance in favour of society can be executed only after completion of the entire development scheme, cannot be accepted in the face of the clear statutory mandate contained in Rule 9 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "the MOFA Rules"). Rule 9 leaves no room for ambiguity and categorically prescribes the time frame within which a promoter is required to convey title to the co-operative housing society or association of flat purchasers. The Rule provides that, unless a specific period is mutually agreed upon between the parties, the promoter shall execute the conveyance deed within four months from the date of registration of the society.
>
> 18. The purpose of Rule 9 must be understood in light of the statutory scheme of MOFA, particularly Section 11, which casts a positive obligation upon the promoter to execute the conveyance of title in favour of the organization of flat purchasers. The Rule is not merely procedural in nature but is a substantive safeguard against indefinite and deliberate delay on the part of the promoter. The four-month period is a codified timeline intended to operationalize the legislative objective of ensuring that flat purchasers are not left in a state of uncertainty regarding title to the land and building in which their flats are situated. This obligation cannot be evaded on the basis of private contractual stipulations that seek to indefinitely defer the promoter's duty, nor can it be defeated by reference to alleged defaults by individual purchasers. MOFA being a social welfare legislation intended to protect the interests of flat purchasers must be interpreted in a purposive and beneficial manner. It is settled law that in interpreting such welfare statutes, the Court must give precedence to the legislative intent over the literal terms of any private agreement which runs counter to such intent.
>
> 19. Of particular significance is the use of the word "period" in Rule 9 of the MOFA Rules. The legislature has deliberately chosen this word to

signify a determinate, fixed and measurable segment of time. The ordinary and grammatical meaning of "period" is a definite span of time, not subject to vague or indefinite conditions. This interpretation is consistent with the well-recognized principles of statutory interpretation, whereby words used in subordinate legislation are to be given their natural and popular meaning unless the context requires otherwise.

20. In the present case, the statutory language is clear and unambiguous. It therefore warrants a plain and literal interpretation. The term "period" in Rule 9 cannot be interpreted to mean an indeterminate, future event-based timeline such as "completion of the entire development scheme". Such an interpretation would amount to substituting a definite and enforceable timeframe with a contingent and uncertain condition, thereby diluting the efficacy of Rule 9. Courts are not permitted to rewrite statutory provisions under the guise of interpretation, especially when doing so would defeat the purpose and object of the legislation.

21. In the face of statutory obligations, courts are empowered and indeed duty-bound to disregard any such clause that seeks to dilute, defer or defeat the legislative scheme. To uphold such a clause would be to allow the promoter to continue holding title in perpetuity under the guise of incomplete obligations, which the legislature clearly intended to avoid.

22. Further, the Court finds that any interpretation of the word "period" that allows it to be supplanted by the occurrence of a future uncertain event would defeat the legislative intent of providing a time-bound mechanism for conveyance. MOFA was enacted precisely to remedy the imbalance in bargaining power between promoters and flat purchasers. To interpret Rule 9 in a manner that enables the promoter to defer conveyance indefinitely would amount to restoring the very imbalance which MOFA seeks to correct.

23. Therefore, this Court has no hesitation in holding that the expression "period" as used in Rule 9 must necessarily mean a fixed, determinable and reasonable span of time. It cannot be equated with any open-ended or contingent condition. Any clause in the agreement for sale that attempts to override or nullify this statutory obligation must be declared void to that extent, being inconsistent with the law.

24. In view of the aforesaid discussion, this Court is of the considered opinion that any contractual clause, including Clause 25 of the agreement in the present case, which seeks to defer the promoter's obligation to execute conveyance until completion of project, is in direct conflict with Rule 9 of the MOFA Rules. Such a clause cannot take

> precedence over a statutory duty. Where the majority of purchasers have taken possession and formed a registered society, and have complied with their obligations, the promoter cannot avoid conveyance by raising inter se disputes or conditions involving other purchasers. A condition based on a future uncertain event — neither time-bound nor within the control of the society — cannot be treated as a valid "period" under Rule 9.

17) Thus, Clause 12 in the Agreement for Sale cannot take precedence over the period specified in Rule 9 of the MOFA Rules. The promoter therefore cannot avoid conveyance on the ground that the timeline stipulated in contractual clause is yet to arrive even though the period specified in Rule 9 of MOFA Rules has already elapsed.

18) Similar issue fell for consideration before this Court in ***ACME Enterprises*** (supra) in which this Court took up for consideration the issue whether conveyance could be granted before completion of the entire layout development. In ***ACME Enterprises*** reliance was placed on judgment of the Apex Court in ***Jayantilal Investments Versus. Madhuvihar Co-op Housing Society and ors.***[7] in support of the contention that conveyance can never be granted till completion of all buildings in the layout. Reliance was placed on observation made by the Apex Court in para-20 of the judgment '*the answer to the above question will decide whether the time to execute the conveyance has arrived or not*' in support of the contention that the time specified in the Agreement is sacrosanct. This Court however held in ***ACME Enterprises*** that the said observation made in the peculiar facts of the case in ***Jayantilal Investments*** (supra) does not constitute an authority for proposition that conveyance cannot be granted until the time specified in Agreement for

7 (2007) 9 SCC 220

Sale has arrived. In ***ACME Enterprises*** this Court also took note of Government Resolution dated 22 June 2018 as well as ratio of the judgment in ***Lok Housing*** (supra) and held in paras-34 to 40 as under :

> WHETHER CONVEYANCE CAN BE GRANTED BEFORE COMPLETION OF ENTIRE LAYOUT DEVELOPMENT?
>
> **34.** xxxx
>
> **35.** In support of the contention that conveyance cannot be granted till completion of all buildings in the layout, the Developer has relied on judgment of the Apex Court in ***Jayantilal Investments*** (supra) in which it is held in paragraph 20 as under:
>
>> 20. In the light of what is stated above, the question which needs to be examined in the present case is whether this case falls within the ambit of amended Section 7(1)(ii) or whether it falls within the ambit of Section 7A of MOFA. As stated above, under Section 7(1) after the lay out plans and specifications of the building, as approved by the competent authority, are disclosed to the flat takers, the promoter shall not make any other alterations or additions in the structure of the building without the prior consent of the flat takers. This is where the problem lies. In the impugned judgment, the High Court has failed to examine the question as to whether the project undertaken in 1985 by the appellant herein was in respect of construction of additional buildings or whether the project in the lay out plan of 1985 consisted of one building with 7 wings. The promoter has kept the requisite percentage of land open as recreation ground/ open space. Relocation of the tennis court cannot be faulted. The question which the High Court should have examined is: whether the project in question consists of 7 independent buildings or whether it is one building with 7 wings? The answer to the above question will decide the applicability or non-applicability of Section 7(1)(ii) of MOFA, as amended. **The answer to the above question will decide whether the time to execute the conveyance has arrived or not.** This will also require explanation from the competent authority, namely, Executive Engineer, "R" South Ward, Kandivali, Mumbai-400067 (Respondent No. 8 herein). In the dates and events submitted by the appellant-promoter, there is a reference to the permission granted by ULC authorities dated 16.11.1984 which states that the owner/developer shall construct a building with 7 wings. One needs to examine the application made by the promoter

when he submitted the lay out plan in 1985. If it is the building with 7 wings intended to be constructed in terms of the lay out plan then the High Court is also required to consider the effect of the judgment in the case of Ravindra Mutneja and Ors. v. Bhavan Corporation and Ors. 2003 (5) BomCR 695 in which the learned single Judge has held that if a building is put up as a wing of an existing building, it cannot be constructed without the prior permission of the flat takers. In that connection, the High Court shall also consider Permission dated 16.11.1984 under Section 21(1) of ULC Act, application made to the competent authority when initial lay out plan was sanctioned, applications for amendments to lay out plans made from time to time and also agreements between promoter and flat takers.

36. In my view, the observations made by the Apex Court in *Jayantilal Investments* (supra) about the time to execute conveyance cannot be read to mean that conveyance cannot be executed till the entire disclosed construction is carried out in a layout. In paragraph 20 of the judgment, the Apex Court has dealt with the situation where this Court had not decided the issue as to whether the Developer had undertaken construction of additional buildings or one building with 7 wings. The Apex Court therefore remanded proceedings for decision of the issue as to whether the development comprised of construction of 7 independent buildings on one building with 7 wings. The Apex Court held that answer to the said question would decide applicability or non-applicability of Section 7(1)(ii) of the MOFA and answer to the above question would also decide whether time to execute conveyance has arrived or not. It is well settled principle of law that a judgment is an authority for what it decides and not what can be logically deduced therefrom. [SEE: Commr. of Customs (Port) v. Toyota Kirloskar Motor (P) Ltd. 7 and Secunderabad Club v. CIT 8]. Therefore, a stray observation by the Apex Court in paragraph 20 of the judgment about time for execution of conveyance, made in the peculiar facts that case, cannot be read to mean as if the judgment in Jayantilal Investments is an authority on proposition that conveyance cannot be granted until all the disclosed construction in the layout is complete.

37. On the contrary, this Court has taken a consistent view that in cases where promoters fail to perform their statutory obligation of conveyance of land under Section 11 of the MOFA on the ground of non-completion of layout development, conveyance of proportionate land in the layout can be granted in favour of societies whose buildings are complete. With a view to prevent mischief of developers not conveying land on account of incorporation of a covenant that land would be conveyed only in favour of federation of societies upon completion of construction of all buildings in the layout, this Court has

judicially recognised the principle of conveyance of part of the land in the layout in favour of a society or societies even during currency of development of layout. The principle is also incorporated in the guidelines issued to the Competent Authorities for deciding applications for deemed conveyance vide Government Resolution (GR) dated 22 June 2018 issued by the Cooperation Department of Government of Maharashtra. The relevant paragraph of the GR reads thus:

> एका भूखंडावर अनेक इमारती असतील व प्रत्येक इमारतीची स्वतंत्र सहकारी गृहनिनमाण संस्था असेल आणिण त्यापैकी काही इमारतीचे बांधकाम अपूण असल्यास , पूण झालेल्या इमारतीचे मानीव अणिभहस्तांतरण करताना अशा संस्थेच्या इमारतीच्या बांधकामाच्या प्रमाणात जागेचे क्षेत्रफळ *(Proportionate area)* किंकवा *Ground Coverage* किंकवा *Plinth area,* तसेच मोकळी जागा, सामुदायियक सेवा सुनिवधा, रस्ते यांचेवर बांधकामाच्या प्रमाणात अनिवभक्त निहस्सा *(Undivided share)* वनिहवाटीचा हक्क द्यावा.
> *If there are many buildings on one plot and have a separate co-operative society of each building and if construction of some of them is incomplete then while making Deemed Conveyance of completed building, undivided share of occupancy right in the proportion of construction on the proportionate area of the construction of the building of such society or ground coverage or plinth area, similarly open space, common services and facilities, roads should be given.*

38. It is even otherwise a well-recognised principle that when one society is formed in respect of a building in a layout, conveyance of proportionate area can be granted in favour of such Society, and it is not necessary for such society to await completion of construction in the entire layout. In cities like Mumbai, Pune, etc, developers take a long time to complete construction of all the buildings in the layout. Since FSI is a dynamic concept and with the history of increase in the FSI with passage of time, delay in completion of development in the layout actually enures to the benefit of the developers. Therefore, many times, all buildings in the layout are not taken up for construction simultaneously and a layout is developed in a phased manner. It also happens that there is increase in the FSI or change in the FSI norms by the time last building in the layout is taken up for construction. The developers often encash the opportunity by revising FSI computation in respect of entire layout and use the additional FSI flowing through the entire layout land, for construction of last building in the layout. In order to facilitate milking of additional FSI flowing out of the entire layout, the developers sometimes deliberately delay conveyance of proportionate area of land even in respect of completed buildings. To avoid this mischief, this Court has recognized the principle of proportionate division and conveyance of land in favour of societies of constructed buildings and this principle is incorporated in the

> instructions issued by the State Government in the form GR dated 22 June 2018.
>
> **39.** In ***Lok Housing and Construction Ltd vs. State of Maharashtra*** this Court has rejected the contention that the conveyance of land and building can be delayed till all buildings in the layout are constructed and federation is formed. The Court has held in paragraphs 27 to 32 as under:
>
> xxxx
>
> **40.** Therefore, the contention raised on behalf of the Developer that conveyance of land cannot be granted in favour of the Federation till completion of construction of Building No.1 is stated to be rejected.
>
> *(emphasis and underlining added)*

19) It must also be observed that the Competent Authority has misread the ratio of judgment of this Court in ***Marathon Era*** (supra). In fact, in ***Marathon Era,*** the Competent Authority had dismissed Society's application for deemed conveyance by relying on contractual clauses which provided for conveyance only in favour of a Condominium by surrendering the entire larger property to the operation of Maharashtra Apartment Act, 1970 after completion of entire layout development. The Society in ***Marathon Era*** sought conveyance of proportionate share in the land (56.18%) of the total area of larger property in the layout. This Court dealt with the issue of need for conveyance even before completion of the layout development by holding in para-58 of the judgment as under :

> E. THE NEED FOR A CONVEYANCE EVEN BEFORE COMPLETION OF THE LAYOUT DEVELOPMENT
>
> 58. Why this insistence on a conveyance? This is not, in my understanding of it, an application by a society just because there is an entitlement in law. After all, what is a conveyance? It is a transfer of property, and, specifically, land or other immovable property such as a structure so as to pass a marketable title free from reasonable doubt to

those who have 'purchased' parts of it. Let us understand the structure of this. A flat purchaser buys only a flat. He does not buy any part of the land or even the footprint of the building. Along with his fellow flat purchasers, he brings forth a distinct legal entity — a collective or cooperative of all flat purchasers with a shared interest. Each owns his own apartment. Together they have a shared interest in the common areas of the building and its common facilities but their society, the entity of each they are members, has an undeniable interest and title in the structure as a whole as also in the land beneath in it and in the plot assured in the sale agreement. No individual member can claim exclusive title to that land or even any particular part of it. But it is a society that can make that claim. This is of importance to flat purchasers because it directly affects that asset value. A vital component of ownership of immovable property is the marketability of its title. An owner must be able to vend that property and to transfer and convey title in that which he owns. Without this, her or his investment is incomplete. She or he does not have sufficient title to pass. This affects the value of the asset. The reason for these applications is thus only this: the desire of members to become owners of that which they paid so handsomely for.

20) In ***Marathon Era*** this Court took note of G.R. dated 22 June 2018 and held in paras-73 to 75 of the judgment as under :

H. THE GOVERNMENT RESOLUTION OF 22ND JUNE 2018

73. Acknowledging the difficulties in operating the deemed conveyance provisions in MOFA, the Government issued a GR on 22nd June 2018, based on recommendation of a special committee, and superseding all previous GRs. It was intended to 'streamline' the process.

74. There is now a four-stage process. Part A deals with the documents required. Part C details the procedure to be adopted. While issuing orders of deemed conveyances, the Competent Authority is to bear in mind and take into consideration identified issues (Clause C(vi) of the GR):

1) On a parcel of land, where there are many buildings and every building has a separate/independent co-operative society and amongst these buildings, if some of the building's construction work is incomplete, then for such Co-operative Society buildings completed buildings Deemed Conveyance should be done in relation to their constructed area of the land area (proportionate area) or ground coverage or plinth area and similarly open area, common service/

> facilities, road, on all of these in relation to the constructed area undivided share usage entitlement be given.
>
> 2) While making Deemed Conveyance in respect of the buildings in the layout where T.D.R. is utilized, conveyance of such buildings should be made according to plinth and appurtenant area.
>
> 3) If only one society has made such application for Deemed Conveyance, in a layout when there is more than one society and other societies are not cooperating in the measurement of the land area, then the District Dy. Registrar, Cooperative Societies or Competent Authority, shall suggest that a registered architect from the panel of the Competent Authority, be appointed, who shall in relation to Applicant Society's building constructed area approved plan, present his report on the Society's land area.
>
> 4) If the developer did not complete the project in expectation of getting additional F.S.I. or T.D.R. in urban area, then in such cases, deemed conveyance of the number of flats proposed as per approved construction plan and such number of flats have already been constructed, then their deemed conveyance should be effected.
>
> 5) On carrying out inspection of the application filed by the society in prescribed form and the documents submitted along with it, if application is fulfilled in all respect, then only the Competent Authority should issue Deemed Conveyance Order and Certificate to the concerned society. 6) While mentioning common easement/amenities in the Deemed Conveyance order, certificate and documents, it should be mentioned therein that the applicant society shall have undivided rights in the common easements/amenities, in proportion to the construction of the building of the applicant society. (Emphasis added)
>
> 75. Thus, there is now legal basis and sanction for a conveyance of the kind Mr Khambata commends in a layout development. My findings are in consonance with and not in derogation of this GR

21) Thus, in ***Marathon Era,*** this Court has nowhere held that contractual timeline specified in the Agreement for Sale must be given effect to in derogation of the period specified in Rule 9 of MOFA Rules. On the other hand, this Court granted liberty to the Society in ***Marathon Era*** to file a fresh application for deemed conveyance to be decided in accordance with the law as set out in the judgment. Thus, the Competent

Authority has misread the ratio of the judgment in ***Marathon Era*** to mean as if the timeline prescribed in contractual clause will prevail over the provisions of Rule 9 of MOFA Rules. The judgment does not hold so.

22) Mr. Tamboly has relied upon judgment of this Court in ***Neelkanth Heights*** (supra) in support of his contention that Competent Authority cannot ignore contractual clauses while deciding application for deemed conveyance. However, after considering the findings recorded by this Court in para-36 of the judgment, it is difficult to hold that the judgment lays down a principle of law that the timeline specified in contractual clauses must be enforced by ignoring the period statutorily prescribed in the MOFA Rules. On the other hand, the same learned Single Judge who has delivered judgment in ***Neelkanth Heights*** has held in ***Lok Housing*** that the period specified in Rule 9 of MOFA Rules would prevail over the timeline specified in contractual clauses of Agreement for Sale.

23) Yet another factor considered by the Competent Authority for rejecting the application for deemed conveyance is alleged willingness shown by Respondent No.1 to convey the land vide letter dated 1 September 2023. After the Society demanded conveyance of the land, Respondent No.1 wrote to the Society on 1 September 2023 as under:

> To,
> The Chairman/Secretary and Committee Members
> Woodlands CHS Ltd.
> Upper Govind Nagar, Malad East, Mumbai

Sub: Draft Conveyance Deed for undivided and indivisible portion out of the mini layout for Plot Nos. 145 to 149 within Upper Govind Nagar Layout.

Dear Sir/s,

We refer to your discussion with our office in the matter of execution of Conveyance Deed in favour of the Society. We are pleased to forward you herewith the draft of the proposed conveyance deed in accordance with the Agreement to Sell executed with all the members of your Society including in particular in consonance with recital J and K of the Agreement to Sell read with clauses 2, 12, 13, 14, 15, 19(a), (b), (c) etc.

We have to clarify that all the members of the Society have agreed and have given their informed consent in clause 12 inter-alia as under:

"The Purchaser is informed and confirm that the Conveyance of said Building with FSI/TDR as consumed therein shall be executed only after the entire Project and development of Layout as aforesaid is completed in all respect and Flats with other areas as explained above in all Buildings within Layout so developed are sold and till then then Developers or Owners are not and shall not be deemed liable to execute any Conveyance"

The Draft Conveyance is attached without prejudice to what is stated hereinabove and agreed by all the members. Your insistence to convey the undivided portion of land is premature but for showing our bonafide we are forwarding the draft of the Conveyance Deed that would be executed when the time for the same arrives.

Yours Truly

For UPVAN DEVELOPERS

24) Thus, by letter dated 1 September 2023, though the draft of the proposed conveyance deed was shared with the Society, Respondent No.1 ultimately relied upon Clause 12 of the Agreement for Sale and refused to execute conveyance at that stage branding the Society's demand as premature. The Respondent No.1 showed willingness to execute conveyance (as per draft) only after completion of the entire layout development. Therefore, letter dated 1 September 2023 cannot be

treated as willingness on the part of Respondent No.1 to execute deed of conveyance nor action of Respondent No.1 in addressing letter dated 1 September 2023 can be treated as an action in good faith as is assumed by the Competent Authority. The Competent Authority has recorded erroneous findings in para-33 of the order as under:

> 33. The Applicant's argument that conveyance cannot be deferred indefinitely is acknowledged, as MOFA is a welfare legislation intended to protect flat purchasers. However, the deferral in this case is not indefinite, as it is tied to the completion of a disclosed phased development plan, to which the Applicant's members consented. The Applicant's building has already benefited from the global FSI of the layout, and granting conveyance now would unjustly enrich the Applicant while prejudicing the first opponent's contractual rights. The balance of equity favors the first opponent, who has demonstrated good faith through its letter dated September 1, 2023, offering a draft conveyance, albeit subject to layout completion.

25) The finding of the Competent Authority that the Society would enrich itself by grant of conveyance at this stage on account of its building being benefited by use of global FSI of the layout is again totally erroneous. No doubt for FSI computations, Respondent No.1 took into consideration the entire plot area of 4683.80 sq. mtrs. However, as per the Agreement for Sale, construction of building of the Society was restricted only to land admeasuring 2799.90 sq. mtrs. Therefore, though the Society may have been benefited by the FSI arising out of entire layout, it has restricted its prayer for conveyance only in respect of the land admeasuring 2799.90 sq. mtrs. Therefore, the alleged benefit received by the Society in respect of the global FSI flowing out of entire layout could not have been a reason for rejecting its application for deemed conveyance.

26) Having held that Competent Authority has erroneously rejected Petitioner's application for deemed conveyance by relying on Clause 12 of the Agreement for Sale, the next issue for consideration is the exact land area of which the Petitioner-Society is entitled to seek conveyance. As per the Agreement for Sale, Respondent No.1 took up development of Society's building known as Woodlands in respect of the land described in the Second Schedule. The Agreement for Sale refers to two schedules. The First Schedule described the entire layout land admeasuring 4683.80 sq.mtrs comprising of all 5 Plot Nos. 145 to 149. However, the development of the building Woodlands was undertaken only on land forming part of Plot Nos.145, 146 and 147 admeasuring 2799.90 sq. mtrs. Recital (I) to the Agreement for Sale makes it clear that Respondent No.1 had undertaken construction only on undivided portion of land admeasuring 2799.90 sq. mtrs (second schedule) out of the total land admeasuring 4683.80 sq. mtrs.

27) However, it appears that while making FSI computations and in the Area Statement incorporated in the sanctioned plan, the entire area of plot of 4683.80 sq.mtrs was taken into consideration. After considering the FSI 1.00, the built-up area available was 4683.80 sq.mtrs. It appears that the developer had FSI credit (Development Rights) of 3870 sq. mtrs and additional 33% FSI was made available as per Government Notification dated 24 October 2011 of 813.80 sq. mtrs. This is how total permissible built-up area of 9367.60 sq. mtrs became available. Since two bungalows on Plot Nos.148 and 149 had built-up area of 611.58 sq. mtrs, the same was deducted and the proposed built-up area for Society's building-Woodland was shown as 8619.45 sq. mtrs.

This is how entire built-up area of 9367.60 sq. mtrs was divided into 611.58 sq. mtrs for two existing bungalows and 8619.45 sq. mtrs for society's building-Woodland. Out of total FSI of 9367.60 sq.mtrs, FSI of 9231.03 was utilised in the above manner to construct Society's building.

28) The G.R. dated 22 June 2018 provides for land sharing proportionate to built-up area used in each building in the layout. There appears to be two Certificates issued by the same Architect. In Certificate dated 14 December 2024, the Society's Architect did land sharing exercise by taking into consideration the built-up area actually utilised for constructing Society's building and opined that Society was entitled to share 93.375% of land in the total layout of 4683.80 sq. mtrs. He accordingly opined that Society's share in the land was 4373.50 sq.mtrs.

29) However, since the Agreement for Sale contemplated construction of Society's building only on Plot Nos.145, 146 and 147 admeasuring 2799.90 sq. mtrs, it appears that another Certificate dated 25 September 2024 was issued by the Architect for conveyance of land admeasuring only 2799.90 sq.mtrs.

30) Thus, it appears that though the Society could have claimed land admeasuring 4373.50 sq. mtrs representing 93.375% share in the layout corresponding of built-up area of 8619.45 sq. mtrs utilized in construction of its building, it has restricted the prayer for conveyance of land admeasuring only 2799.90 sq. mtrs. Respondent No.1 is not opposed to convey land admeasuring 2799.90 sq. mtrs and in the draft Deed of Conveyance shared vide letter dated 1 September 2023, it in fact

proposed to convey land admeasuring 2799.90 sq.mtrs to the Society. Thus, there is no dispute between the parties about the area of land to be conveyed. The dispute is only with regard to the timeline for conveyance of land. I have already held above that Petitioner-Society is entitled to seek conveyance of its share of land even before completion of entire layout development.

31) Mr. Tamboly has expressed an apprehension that grant of conveyance of land in favour of Petitioner-Society at this stage would jeopardize the rights of Respondent No.1 to complete the layout development in respect of the balance portion of land. He contends that Respondent No.1 has now secured consent from tenants of the balance two bungalows (Plot Nos.148 and 149) and that plans for construction of second building are already approved by the Municipal Corporation. He has contended that Respondent No.1 has secured additional FSI by constructing PTC tenements on another plot of land. He expresses an apprehension that after securing conveyance of land, the Petitioner-Society would obstruct Respondent No.1 from completing the balance development in the layout. The apprehension appears to be completely misplaced. Mere grant of conveyance of portion of land in a layout in favour of a Society can never affect the rights of the Developer to construct on balance portion of land in the layout. In fact in ***ACME Enterprises***, one of the issues before this Court was whether a Society can interfere in construction undertaken on balance portion of land by the developer after securing conveyance of land falling to its share. This Court held in paras-80 and 82 of the judgment as under:

80. In my view, application of the methodology of 'land cutting' or 'proportionate land segregation' applied above, would provide an answer to the above conundrum. When a society, construction of whose building is complete, seeks conveyance of proportionate land in the layout and once the land entitlement of such society is determined and conveyance is executed and registered, conveying a portion of land in the layout, such society need not be concerned with what the developer does in the balance portion of the land in the layout, subject to the disclosure restrictions. When a portion of land in the layout is conveyed in favour of a society, it becomes owner of that portion of land and loses all rights in respect of balance land in the layout. Upon acquisition of ownership of portion of land in the layout, such society is entitled to develop or redevelop the conveyed portion of land. The issue is whether such society, who has secured ownership of part of land in the layout, can restrain the developer from constructing disclosed buildings in the layout, by availing the benefit of change in FSI norms/policy? The answer to the question appears to be in the negative.

81. The main reason why developers oppose conveyance of any portion of land in favour of completed buildings till completion of entire development in the layout is because the FSI computations in respect of the layout are always done on the whole of the land in the layout and this system benefits the developers to a large extent. Let us take the illustration of developer undertaking layout development in land admeasuring 10,000 sq. mtrs, in which the developer has planned construction of 4 buildings. First three buildings are constructed with basic FSI 1.00 and each building has utilized built-up area of 2500 sq. mtrs each, leaving only 2500 sq. mtrs of FSI balance for the fourth building. The developer does not convey land to societies of those 3 buildings by citing the pretext of incomplete development of the layout. By the time, the fourth building is taken up for construction, new DCR is introduced permitting higher FSI 2.00. The developer submits the revised plan for sanction by making FSI computation in respect of the entire layout of 10,000 sq mtrs and secures sanction for total built-up area 20,000 sq. mrts. He then deducts the utilized builtup area of 7500 sq. mtrs and constructs the fourth building with builtup area of 12500 sq. mtrs. This is how non-conveyance of any land in the layout enables the developer to milk the additional FSI generated due to change in the norms/policy. On the other hand, in the above illustration, the society of three completed buildings secure conveyance of proportionate land of 7500 sq. mtrs and the developer is left with ownership of only balance land of 2500 sq. mtrs, even if he takes benefit of the increased FSI norms and applies for revised building permission for 2500 sq. mtrs land, he would be sanctioned built-up area of only 5000 sq. mtrs for the fourth building. Thus, the difference between the two scenarios is that in the former case (non-conveyance of any land), fourth building is constructed with built up area of 12500 sq. mtrs whereas in the latter

case, the fourth building has less built-up area of 5000 sq mtrs., though the developer is permitted to take benefit of increased FSI in both cases. In the former case, the developer would profiteer by utilizing the additional FSI, whereas in the latter case, both society and the developer would proportionately share the additional FSI. The present case is similar to the latter scenarios, where portion of land can be conveyed in favour of the Federation (15402.20 sq. mtrs) and the remaining portion (3200 sq. mtrs) would remain in the ownership of the Developer and both the Federation and Developer can proportionately share the additional FSI arising out of DCPR2034.

82. Since this Court has arrived at a prima facie conclusion that conveyance of entire layout land admeasuring 18602 sq. mtrs in favour of the Federation is erroneous and that its land entitlement as of now would be to the extent of 15402.20 sq. mtrs, the balance land admeasuring 3200 sq. mtrs would be in the ownership of the Developer. However, what the Federation is seeking to do is to interfere with the Developer's right of construction in the land, in which it has no title. Can this be countenanced? In my view, yes, but to the limited extent of binding the developer with disclosures made to the flat purchasers of Building No. 2. The Federation can thus interfere with the right of the Developer to construct Building No. 1 on land admeasuring 3200 sq. mtrs to the limited extent of restricting the construction to built-up area of 7166.70 sq. mtrs and 17 floors. The Federation cannot insist that the Developer should not avail the increased FSI under DCPR-2034 in respect of land admeasuring 3200 sq. mtrs. Since the Federation has opted for conveyance of land before completion of layout development and since its title in respect of land admeasuring only 15402.20 sq. mtrs is prima facie upheld, it cannot have any say in respect of the balance portion of land in the layout. Therefore, the developer cannot be restrained from availing the FSI admissible under DCPR-2034 in respect of land in which the Federation does not have any title. This is not a case where the Developer is seeking to milk higher FSI flowing out of the entire layout and loading the same on Building No. 1. The additional FSI arising out of land admeasuring 15402.20 sq. mtrs would continue to belong to the Federation, which is a reason why Mr. Chinoy has repeatedly highlighted the position that if the Federation goes for redevelopment today, it can construct upto 48,217.97 sq. mtrs under DCPR-2034 regime i.e. upto 3.5 times its current built-up area of 13842.86 sq. mtrs. However, the expectation of the Federation that the Developer cannot utilize the full FSI potential under DCPR 2034 regime in respect of balance land of 3200 sq. mtrs is something which cannot be countenanced.

32) Thus, Petitioner-Society's interference to the proposed construction by Respondent No.1 on balance portion of land would only be to the extent of disclosures made to the flat purchasers. However, it is not necessary to delve deeper into this aspect at this stage. If and when the Society objects to the proposed development by Respondent No.1 on balance portion of land, Respondent No.1 would be free to rely upon the observations made in paras-80 and 82 of the judgment in ***ACME Enterprises*** to defend its action. I therefore do not find apprehension sought to be expressed by Mr. Tamboly about jeopardizing the right of Respondent No.1 to complete the balance construction by grant of conveyance to be well founded.

33) Mr. Tamboly has further submitted that if this Court is of the view that rejection of application for deemed conveyance is improper, the proceedings need to be remanded for being decided afresh by leaving open all the contentions of the parties. However, as observed above, there appears to be no dispute between the parties about the area of land to be conveyed in favour of the Petitioner-Society. Both Petitioner, as well as Respondent No.1, are ad-idem that land admeasuring 2799.90 sq. mtrs needs to be conveyed in favour of the Petitioner-Society. The only dispute is about the timeline when such conveyance can be effected. This Court has already held that conveyance cannot be postponed till completion of entire layout development and that land can be conveyed in favour of the Petitioner-Society even before completion of the layout development. Since there is no dispute about area of land to be conveyed, no purpose would be served in directing the Competent Authority to decide the issues which are already settled by the present judgment. Ms.

Patankar has relied upon judgment of this Court in ***Gala Complex Premises*** (supra) in support of her contention that this Court has directed issuance of Certificate of deemed conveyance by specifying the area of land instead of remanding the application for fresh consideration. In my view, similar course of action needs to be followed in the present case as well in view of absence of any dispute about the area entitlement of Petitioner-Society.

34) Mr. Patankar has relied upon judgment of this Court in ***Mahanagar Realty*** (supra) in support of her contention of freezing of FSI for the purpose of grant of deemed conveyance. In my view, this Court need not go into the issue of freezing of FSI in the present case as the Petitioner itself has restricted its prayer for conveyance of land admeasuring only 2799.90 sq. mtrs and has not insisted for conveyance of land corresponding to the built-up area utilized for construction of its building. Also there is no dispute between the parties about area entitlement.

35) The Petition accordingly succeeds, and I proceed to pass the following order:

(i) The order dated 20 May 2025 passed by the Competent Authority is set aside.

(ii) The Competent Authority is directed to issue Certificate of unilateral deemed conveyance under Section 11 of MOFA in respect of the land

admeasuring 2799.90 sq. mtrs forming part of Plot Nos.145, 146 and 147 (with corresponding CTS numbers) in favour of the Petitioner-Society alongwith the structure of the building within a period of 6 weeks from today.

(iii) The Sub-Registrar concerned shall upon presentation of Conveyance Deed together with the Certificate of Competent Authority, register the conveyance in accordance with law.

36) With the above directions, the Writ Petition is allowed. Rule is made absolute. There shall be no order as to costs.

[SANDEEP V. MARNE, J.]

37) After the order is pronounced, the learned counsel appearing for Respondent No.1 prays for stay of the operative directions for a period of four weeks. The request is opposed by the learned counsel appearing for the Petitioner. Considering the nature of findings recorded in the judgment, I am not inclined to stay the operative directions. The request is accordingly rejected.

NEETA
SHAILESH
SAWANT
Digitally signed by
NEETA SHAILESH
SAWANT
Date: 2026.06.15
19:24:31 +0530

[SANDEEP V. MARNE, J.]