



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

**WRIT PETITION (L) NO. 7387 OF 2026**

Ruparel Buildcon Private Limited

... Petitioner

Versus

1. State of Maharashtra
2. Slum Rehabilitation Authority
3. Chief Executive Officer, SRA
4. The Secretary, SRA
5. Deputy Chief Engineer, SRA
6. Deputy Collector, Mumbai City, SRA
7. Finance Controller, SRA
8. Assistant Registrar, SRA
9. Siddharth Colony Vikas Sena Sangh Sahakari  
Grihnirman Sanstha (Prop), Society of Slum Dwellers
10. R.N. Halde, Authorized Officer and Cooperative  
Officer Grade-I, SRA
11. Arun Jadhav, Assistant Authorized Officer and Cooperative  
Officer Grade-I, SRA

... Respondents

**WITH  
INTERIM APPLICATION (L) NO. 12386 OF 2026  
IN  
WRIT PETITION (L) NO. 7387 OF 2026**

Siddharth Colony Ghar Hakk Sangarsh Samiti,  
through its President Lahu Babu Kamble

... Applicant

Versus

State of Maharashtra, Ministry of Housing,  
through its Principal Secretary & Ors.

... Respondents

**WITH  
INTERIM APPLICATION (L) NO. 13386 OF 2026  
IN  
WRIT PETITION (L) NO. 7387 OF 2026**

Sonam Manjeet Jeth, Member Siddharth Colony Vikas  
Seva Sangh Sahakari Griha Nirman Sanstha Proposed & Ors.

... Applicants

Versus

State of Maharashtra, Ministry of Housing,  
through its Principal Secretary & Ors.

... Respondents

**WITH  
WRIT PETITION (L) NO. 24849 OF 2026**

|                                      |                 |
|--------------------------------------|-----------------|
| Sonam Manjeet Jeth                   | ... Petitioner  |
| Versus                               |                 |
| Slum Rehabilitation Authority & Ors. | ... Respondents |

**WITH  
WRIT PETITION NO. 658 OF 2026**

|                                                              |                 |
|--------------------------------------------------------------|-----------------|
| New Shantidoot Sahakari Grihnirman Sanstha (Proposed) & Ors. | ... Petitioners |
| Versus                                                       |                 |
| State of Maharashtra & Ors.                                  | ... Respondents |

**WITH  
INTERIM APPLICATION NO. 458 OF 2026  
IN  
WRIT PETITION NO. 658 OF 2026**

|                                       |                 |
|---------------------------------------|-----------------|
| Adishakti Grihnirman Pvt. Ltd. & Ors. | ... Applicants  |
| Versus                                |                 |
| State of Maharashtra & Ors.           | ... Respondents |

**WITH  
INTERIM APPLICATION NO. 4493 OF 2026  
IN  
WRIT PETITION NO. 658 OF 2026**

|                             |                 |
|-----------------------------|-----------------|
| Ruparel Buildcon Pvt. Ltd.  | ... Petitioner  |
| Versus                      |                 |
| State of Maharashtra & Ors. | ... Respondents |

**WITH  
INTERIM APPLICATION NO. 1767 OF 2026  
IN  
WRIT PETITION NO. 658 OF 2026**

|                             |                 |
|-----------------------------|-----------------|
| Sonam Manjeet Jeth          | ... Applicant   |
| Versus                      |                 |
| State of Maharashtra & Ors. | ... Respondents |

**WITH  
WRIT PETITION NO. 1716 OF 2011**

|                                |                 |
|--------------------------------|-----------------|
| Deepak Sadashiv Nikalje & Anr. | ... Petitioners |
| Versus                         |                 |
| State of Maharashtra & Ors.    | ... Respondents |

**WITH  
WRIT PETITION NO. 2482 OF 2012**

Siddharth Colony Vikas Seva Sangh Sahakari Grihanirman Sanstha ... Petitioner  
Versus  
State of Maharashtra & Ors. ... Respondents

**WITH  
INTERIM APPLICATION (L) NO. 11264 OF 2023  
IN  
WRIT PETITION NO. 2482 OF 2012**

Ruparel Buildcon Pvt. Ltd. ... Applicant  
Versus  
Siddharth Colony Vikas Seva Sangh Sahakari Grihanirman Sanstha & Ors. ... Respondents

**WITH  
INTERIM APPLICATION (L) NO. 17180 OF 2021  
IN  
WRIT PETITION NO. 2482 OF 2012**

Chembur Siddharth Colony Pravartan Cooperative Housing  
Society & Ors. ... Applicants  
Versus  
Siddharth Colony Vikas Seva Sangh Sahakari Grihanirman Sanstha & Ors. ... Respondents

**WITH  
INTERIM APPLICATION (L) NO. 5210 OF 2026  
IN  
WRIT PETITION NO. 2482 OF 2012**

Chembur Siddharth Colony Shatabdi Cooperative Housing  
Society & Ors. ... Applicants  
Versus  
State of Maharashtra & Ors. ... Respondents

**WITH  
WRIT PETITION NO. 678 OF 2012  
WITH  
INTERIM APPLICATION (L) NO. 28213 OF 2023  
IN  
WRIT PETITION NO. 678 OF 2012**

Adishakti Grihnirman Pvt. Ltd. & Ors. ... Petitioners  
Versus  
Slum Rehabilitation Authority & Ors. ... Respondents

Mr. Vineet B. Naik, Senior Advocate a/w Mr. Aditya Miskita, Mr. Sanjay Kadam, Mr. Sanjeel Kadam, Ms. Nitisha Lad i/b Kadam & Co. for the Petitioner in WPL/7387/2026.

Mr. Simil Purohit, Sr. Adv. a/w Bhushan Deshmukh, Mr. Aditya Mhaske i/b. Mr. Lokesh Zade for Petitioner in WP/658/2026.

Mr. Shridhar Chitale, Sr. Adv. a/w Mr. Rahul Hakani in IAL/13386/2026 Mr. Kirit Hakani for Applicant in IAL/13386/2026 and IA/1767/2026 in WP/658/2026.

Mr. Mayur Khandeparkar a/w Mr. Gaurav Srivastav and Mr. Jayesh Mestry for Petitioner in WP/2482/2012 and for respondent no. 5 in WP/658/2026, respondent no. 9 in WPL/7387/2026, respondent no. 2 in IAL/28213/2023, respondent no. 10 in WP/1716/2011, respondent no. 6 in WPL/24849/2026 and for Respondent No.1 in WP No. 1716/2011.

Mr. Sanjeev Gorwadkar, Sr. Adv. Ms. Niyati Mankad, Manisha Yadav, Ms. Apoorva Adhav i/b Mr. Kirit Hakani for Petitioner in WP/24849/2026.

Mr. Anand Pandey i/b. Mr. Chaitanya Bhandarkar for Petitioners in W.P. No. 678 of 2012.

Mr. Ravi Kadam, Sr. Adv. a/w Mr. Vishwajit Sawant, Sr. Adv., Mr. Nikhil Patil, Vaibhav Bhure Mr. Sanjay Kadam, Mr. Sanjeev Kadam, Ms. Nitisha Lad i/b Kadam & Co. For R. No. 4 in WP/658/2026.

Mr. Aseem Naphade a/w Mr. Sanjay Kadam, Mr. Sanjeel Kadam, Ms. Nitisha Lad i/b Kadam & Co. For R. No. 7 in WPL/24849/2026.

Mr. Amogh Singh a/w Mr. Janay Jain, Mr. Ashwin Tripathi, Raj Kamble, Shree Bhosale i/b Shailesh Pal for Applicant in IAL/12386/2026 & IAL/5210/2026

Mr. Girish Utangale i/b Utangale & Co. For R. No. 1 in WP No. 678 of 2012 and in IAL/28213/2023.

Ms. Ravleen Sabharwal i/b. R S Justicia Law Chambers for SRA in all matters.

Mr. Suraj Gupte, AGP for State in WPL/7387/2026

Mr. Nishigandh Patil, AGP for State in WP/658/2026.

Mr. Milind More, Addl. GP for State in WP/1716/2011 and WP/2482/2012 & WP/678/2012

Mr. Vishal Thadani, Addl. GP for State in WPL/24849/2026

CORAM : G. S. KULKARNI &  
DR. NEELA GOKHALE, JJ.  
RESERVED ON : 24 AUGUST 2026  
PRONOUNCED ON : 29 SEPTEMBER, 2026

**JUDGMENT: (PER G. S. KULKARNI, J.)**

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**I] Preface**

1. When it concerns redevelopment of slums, on public lands and in the present case, a large chunk of government land, it is not unusual and in fact manifest, that the implementation of the slum scheme, would not only be inordinately delayed, but also get embroiled in protracted litigation, on account of commercial interests of the developers on one side and conflicts brought about by competing interests of the different groups of slum dwellers, backed by their own developers. However, at the same time, the State

Government/public bodies, who on record are the owners of the land, remain mute spectators, being least bothered about their own land, admittedly a public largesse and which is encroached. On such public lands vested interests become active, wheeling and dealing, by asserting some rights, with the State authorities nowhere in the scene, when such horse trading of public lands is an open affair. The present case is another instance, which relates to redevelopment of a slum on a large piece of land belonging to the State Government, situated at Chembur in Mumbai.

2. In the present case, the development is supposed to have commenced in August 2006, however, despite “twenty years” of such initiation, the position as on date is of an absolute “stand-still”, with no brick being so far laid, to commence redevelopment of the slum, on such large piece of the State Government land. The case is no different as the State Government through the Collector, Mumbai Suburban District, is an absentee and/or of a dormant landlord, who has taken a position of a quiet onlooker, not only when the land in question, was on its way of being vanished from the public pool of lands, by such encroachment, but also, when the redevelopment of this slum land itself, was subject matter of scores of litigation, since the year 2011. This is the sad state of affairs of large public lands being renounced for a forced private development, under the garb of a slum scheme, which would encompass free housing to the encroachers and a bonanza to the developers of selling tenements constructed on the Government land, as free sale tenements.

3. In the aforesaid context, we are reminded of the observations of this Court in **New Janta SRA CHS Ltd. vs. State of Maharashtra**<sup>1</sup>, when at the outset the Court observed thus:

“1. This is a case of a sizable chunk of State Government's land, abutting the sea situated at

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<sup>1</sup> 2019 SCC OnLine Bom 3896

Mahim within the Mahim Bay at Mumbai, occupied by slums. The Government however is nowhere in the scene, either to remove the slums or to rehabilitate the slum dwellers. Eventually the slum dwellers stepping into the shoes of their sentinel, decided to redevelop this land by appointing a developer in 2006. Thereafter, it has been rounds and rounds of litigation before different forums and twice before this Court. The reason being obvious, there being two groups of slum dwellers and two rival developers, having strong commercial interest considering the nature of the land and probably its proximity to the sea. The Government as also the different authorities under it, in the scheme of things, seem to be silent spectators, to the happenings between the slum dwellers and different developers. It is a sorry state of affairs for the slum dwellers, when their genuine interest stand superseded by extraneous interest.”

4. Also, in **Galaxy Enterprises v. State of Maharashtra**<sup>2</sup>, this Court made the following observations:

“3. ... Nonetheless, considering the volumes of disputes still reaching the Courts, it can certainly be said that time is ripe, if not too late, to ponder, whether things are realistically working in the right direction, to eradicate slums and rehabilitate the slum dwellers, with the desired efficacy and expedition. This not only at the hands of the authorities but also at the hands of the other stakeholders. The vital issue which has often led to controversy and disputes, is on the rules permitting, the selection and appointment of developers to undertake a slum rehabilitation scheme, being conferred on the slum dwellers, who are hardly expected to know the nitty-gritty of the slum redevelopment schemes. It is seen that the so-called leaders of the slum dwellers who are themselves in need to be rehabilitated, are often lured by developers and their agents, and once a developer is appointed, what normally prevails is a constant fear of incertitude and scepticism amongst the slum dwellers, leading to disputes on variety of issues affecting their final rehabilitation. Such issues not only frustrate the very object of a speedy slum redevelopment but completely derail the slum schemes. It can be seen that scores of slum schemes have remained incomplete for years together and are languishing on such issues, either in litigation before courts and/or before the authorities. These schemes need not face such ordeal, including of an unending litigation. To change the developer is no answer as even this process involves dispute resolution and ultimately lengthy litigation from one forum to another.

.....

5. ... It cannot be countenanced that the slums be redeveloped only when the slum dwellers feel the need of a redevelopment and the Government Authorities cannot initiate redevelopment and cannot initiate a suo motu action in that behalf. It is hence, for the Government and the Slum Authority to give its anxious consideration to these issues and in its wisdom to devise a substantial, nay a foolproof mechanism, by undertaking a study and identify these grey areas, so that the helping hand as extended by the legislature in providing this beneficial law as far back in 1971 that is almost 50 years back is held strongly and firmly by all concerned. It is never too late.”

.....

***57. There cannot be a myopic approach to these issues of a delay in implementation of a slum rehabilitation scheme. Things as they stand are required to be seen in their entirety. The only mantra for the slum schemes to be implemented is its time-bound completion and a machinery to be evolved by the authorities, to have effective measures in that***

*direction to monitor the schemes as a part of their statutory obligation to avoid delays. Non-commencement of the slum scheme for long years and substantial delay in completion of the slum schemes should be a thing of the past. In the present case, looked from any angle there is no plausible explanation forthcoming for the delay of so many years at the hands of the petitioner to take bare minimum steps to commence construction.*

(emphasis supplied)

5. In High Court on its own motion (In the matter of Jilani Building at Bhiwandi) vs.

Bhiwandi Nizampur Municipal Corporation & Ors.<sup>3</sup>, a Division Bench of this Court made

the following vital observations:

“45. There can be no two opinions that the issues of encroachment on public land, mushrooming of slums on such lands and illegal constructions on such land, as also, on any open land in the city, and the total collapse of the machinery available in law to control these issues, adversely affecting the urban agglomeration, is a sad story of an invited misery and a massive failure on the part of the State Government and the municipal bodies. An overview of these adversities, depicts a sorry and painful state of affairs, having a harmful and an overbearing effect not only on those who are residing in the slums and unauthorized constructions, but also, the hard impact it creates on the infrastructure in cities and the continuous and successive damage to the limited resources. The consequence of all this, is ghastly and harmful. As to what is in store for the future generations cannot be imagined. Admittedly, these are larger issues to be effectively looked into by the policy makers before things further worsen, albeit there appears to be a stage of no return, unless aggressive planning and commitment to the constitutional principles is kept at the forefront by the policy makers. Happening of encroachments, unauthorized and illegal structures being put up and deliberate neglect to these issues, when all this is unpleasantly happening before the open eyes and to the knowledge of the authorities, is not without purpose. From the report of the learned Commissioner, it appears to be a deep rooted menace, perpetrated for years together, which has ruined the cities and its scarce resources. There are vested interests as pointed out by the learned Commissioner, namely political interest, slumlords and ultimately the cancer of corruption, which is the primary cause, for the authorities not taking action to remove illegal structures which continue to exist for years together.

46. However, it clearly appears that the State Government being aware of the grabbing of Government lands at the hands of these unscrupulous elements, from time to time, issued directives to the Additional Collector (Encroachment), Chief Executive Officer of the Slum Authority and other Chief Officers of the local authorities. Such directives made it incumbent to take all steps to protect the Government lands, by preventing grabbing of lands by encroachment and to register criminal complaints of such encroachment and taking stern action of demolition of the unauthorized constructions and unauthorized hutments. However, it appears that the said directives at all material times have remained to be dead letters. Learned Commissioner has referred to some of the Circulars, which, if were to be implemented in its letter and spirit, the scenario would have been completely different, from what it prevails today. The city would have been a better place to live. Hundreds of Government lands could have been saved, to be utilized for public purposes. The circulars are certainly binding on the Government and its officers, provided the officers had an intention to look at them.

47. The menace of continued encroachments on Government lands and thereafter, illegal and unauthorized constructions being undertaken post encroachment, are also a result of an unwarranted protection being conferred on the slum dwellers by the policies of the State Government, which protect the interest of the slum dwellers by awarding a premium on such illegality. This merely for the reason that the government machinery failed to take any action to remove such encroachments and with impunity continued these encroachers to remain on government land for years together. The encroachments are of two categories, those who have encroached for commercial purpose (those who have grabbed public land for installing shops etc.) and those who have encroached for putting up structures for residential user. Under the government policies both these encroachers are recognized and rewarded by providing alternate tenements of the nature they were occupying. The government policies issued from time to time to protect such encroachers, if their names are found in the voters list on a cut-off date being fixed at the ipse dixit of the Government. In our opinion, fixing of such arbitrary dates to protect the illegality of encroachment and ultimately to reward the encroachers with a free of cost permanent structure on the same government land, is certainly not an exercise of power, the constitutional principles would permit. These situations have added to the alarming woes of the city. It is no more a secret that these policies, which appear to be innocuous and intended to primarily protect the slum dwellers, resulted to be also of a political concern, as these large slums also constituted potential vote banks.

48. What can be the logic and any legal sanctity to a policy which rewards encroachment on public land by granting free of cost tenements, on the very same land amounting to a bonanza for its private exploitation? By such modus operandi, public land, merely because of it being encroached, vanishes from the public holding and most astonishingly the basis for the allotment of tenements under the redevelopment process, is identification of an encroacher by his voters ID, on the basis of an arbitrary cut-off date fixed by the government. In fact, such policies create a mechanism being made available to the slum dwellers and thereafter private interest like that of the developers, to obtain a surreptitious allotment of public/government land for commercial exploitation, for profits by a backdoor method, completely contrary to the well settled principles of allotment of State largesse, known to the Constitution. This more particularly, when there is an allotment of a small piece of public land for a lawful purpose, many a times there is a hue and cry. However, when large tracts of public land are being gulped by encroachers, would the legal machinery remain a mute spectator?

49. There are policies as pointed out by learned Advocate General which protect the slum dwellers, despite those slum dwellers encroaching on the Government lands and remaining on such land for a substantial period. This happens purely on account of the inaction of the concerned public officials to remove such encroachments. It is necessary that these directives/Government Resolutions are discussed.”

(emphasis supplied)

5.1 Mr. Justice Dipankar Datta, Chief Justice (as His Lordship then was), in his concurring opinion made the following significant observations:

“111. .... Regrettably, instead of moving in the direction to have a planned and sustainable development, the successive Governments together with the Corporation seem to have unabashedly allowed mushrooming of slums at the instance of squatters by

encouraging them not only to encroach more and more of public property but, simultaneously, by enacting laws to protect such unauthorized occupation. Enacting laws to further the interests of the weaker sections of the society is the obligation of every State in terms of Part IV of the Constitution and any move in that behalf ought to and must be welcomed. People living in slums do equally have a right of decent living conditions, which can be ensured by relocating them with proper housing facilities. However, a vicious nexus involving high profile personalities, bureaucrats, builders and slum lords have created a situation where public property is first encroached without resistance being provided by the law enforcing agency, followed by a declaration of slum gradually progressing to redevelopment by builders ostensibly for slum dwellers but really to further the interests of the "haves". In the garb of legislation, in a novel manner, a fraction of the population including holders of public offices have continued to prosper by achieving their goals through impure means which are nothing short of betrayal of the trust that the people of this region have reposed in those responsible for an able governance. While it was the need of the hour to make housing projects a reality more effectively and with empathy, what has been laid bare is the apathy and indifference to cater to the needs of the hapless coupled with a complete lack of sensitivity. The reasons are not far to seek. Quite contrary to the ideals and values embodied in the Constitution which lay down the basic framework of the social and political structure of the country and sets out the objectives and goals to be pursued by the people in a common endeavor to secure happiness and welfare of every member of the society and despite taking oath to uphold the laws, actions of those in power and authority are now or other oblique invariably driven by political motivations considerations. No wonder, the casualty is the compassionate Constitution of ours.

...

113. .... We part with the hope and trust that the respondents, remaining alive to the duty cast upon them by law, would not precipitate any further cause of action and thereby necessitate the intervention of this Court with more stringent directions.”

(emphasis supplied)

6. In similar circumstances, recently the Supreme Court in **Yash Developers Vs. Harihar Krupa Co-operative Housing Society Ltd. & Ors.**<sup>4</sup> observed that the proceedings reflected the controversy which was a manifestation of common battles between competing real estate developers under the pretext of rehabilitating slum dwellers under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (for short ‘**Slum Act**’). In such case, the development was prolonged for over two decades. The telling observations as made by the Supreme Court are required to be noted which read thus:

“9. Case after case, the Bombay High Court has been ruling that : (a) the developer is

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<sup>4</sup> (2024(9)SCC 606)

duty-bound to complete the project within the stipulated time and that (b) the Slum Rehabilitation Authority (SRA) has not merely the power but a broader duty to ensure that the developer completes the project within time. We will refer to those judgments, not so much to certify that the issue is no more res integra, but to emphasise that the rulings have not had the desired impact, much less compliance. The reason is that, neither the developer nor the authority is asked to face the consequences of their derelictions. That Section 13(2) is a power coupled with duty is clear from the judgments of this Court and many other judgments of the High Courts, however experience tells us that this recognition of a statutory duty in itself is not sufficient. Until and unless duty is identified with accountability, judicial review is ineffective.

.....

11. A Full Bench of the Bombay High Court in *Tulsiwadi Navnirman Coop. Housing Society Ltd. v. State of Maharashtra* [Tulsiwadi Navnirman Coop. Housing Society Ltd. v. State of Maharashtra, 2007 SCC OnLine Bom 1000 : (2008) 1 Bom CR 1], held that SRA has been conferred with certain powers and each one of them is coupled with a duty. If the slum dwellers are eligible to be rehabilitated at the site and within a reasonable period, they cannot be left at the mercy of developers and builders. The slum dwellers cannot be expected to occupy a transit accommodation endlessly, without proper maintenance, and hygiene. An independent and impartial implementation, supervision and monitoring of the projects is the purpose for which the authority has been set up under the Act.

.....

46. In any event, execution of the project under the slum rehabilitation scheme cannot be viewed as a real estate development project. There is a public purpose involved, and that is inextricably connected to the right to life of some of our brother and sister citizens who are living in pathetic conditions. While we reject the justifications given by the appellant for delaying the project, we are fully conscious of the dereliction of the statutory duty of SRA in ensuring that the project is completed within time. We have already expressed our opinion that the CEO and SRA are accountable for their actions. While we reject the justification for delay, we record our dissatisfaction about the indifference, amounting to negligence on the part of CEO and SRA.

... ..”

7. The observations as made by the Court in the aforesaid decisions brings out a situation of a wanton neglect on the part of the State Government, the Municipal Corporation, in the depletion of valuable public resources, namely, the “scarce land” in the island city of Mumbai and the surrounding areas, which otherwise would have been available for public projects, however, the same being encroached is compulsorily utilized only for residential and commercial utilization, that too as free of cost tenements being allotted to the encroachers, a premium on the illegality of encroachment and a windfall of benefit to the developers. In such state of affairs, what is further intriguing are the legal

battles on such utilization of government land between the developers and the slum dwellers and the State Government and all public bodies, in such affairs being noticeably absent, right from the very first encroachment. The concerned Collector, Municipal Commissioners and their officials in fact sub-silentio aid in siphoning of valuable and scarce public lands, and nonetheless remain unaccountable to “we the people”. Such miserable situation lies underneath any slum on Government/Public land. Till the slum dwellers remain valuable vote banks and till rewarding and subsidizing the encroachers, remains to be the government policy, such public lands being forever lost, can never improve.

## **II. FACTS**

8. For convenience, we refer to the facts as pleaded in Writ Petition (L) No. 7387 of 2026 filed by M/s. Ruparel Buildcon Pvt. Ltd. (**Petitioner**): These proceedings concern a Slum Rehabilitation Scheme being implemented on land bearing CTS Nos. 470(Pt.), 471(Pt.) and 366/6(Pt.) of Village Chembur, Taluka Kurla, admeasuring about 66,000 sq. mtrs. situated at Siddharth Nagar, K.N. Gaikwad Marg, Chembur, Mumbai (for short “**the said land**”). A slum redevelopment model, under the rules, is to the effect that the slum dwellers form a proposed co-operative society, which would appoint a developer by following the majority rule in selecting a developer, such developer as appointed would take up the scheme by moving the requisite proposal with the SRA (Slum Rehabilitation Authority). This is in fact the paper rule. In such context, in **Bishop John Rodrigues versus State of Maharashtra & Ors.**<sup>5</sup>, this Court made the following observations:-

“99. The SRA and whosoever is concerned in regard to the slum redevelopment need to be conscious of the ground realities namely that it is an herculean task in a city like Mumbai to remove any encroachment on private and public land. It is equally difficult for a

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<sup>5</sup> 2024 SCC OnLine Bom 1632

private owner of the land to safeguard its land and prevent encroachment. This is the sad story, as encroachment does not happen by such encroachers simpliciter squatting on the land, invariably the encroachment is backed inter alia by slumlords, criminals, social workers, politicians (as the squatters would be vote banks). For a bonafide landlord, it is impossible to fight with such forces and keep litigating on removal of encroachment. Thus, to achieve removal of the encroachment, is seen to be impossible for the landlords and for public bodies like State Government and Municipal Corporation as also the Airport Authority, as major public lands in the City of Mumbai have vanished from the public pool and are subjected to private development by developers under the garb of slum re-development, as the rulings of this Court on several such issues would remind us of these woeful realities. **In these circumstances, persons like the developers who are interested in commercial exploitation of any land under the slums may it be private or public, who are backed by other powerful forces and many times also by the government machinery, initiate proceedings under the Slum Rehabilitation Act for declaring private land as a slum. The moment such a declaration takes place, a nightmare and one of the most difficult journeys any citizen who owns land, commences namely to pursue litigation on such a declaration. It is hence as good as a preliminary capital punishment in so far as the ownership rights qua the private land are concerned. The way forward is just to be imagined. This being the case immediately developers who keep track on such development potential purportedly at the behest of the slum society come forward on a purported appointment by a slum society. In reality it is seen that it is the developer who actually forms the slum society. He is the one who is taking steps to enter into a development agreement with the society and the slum dwellers and put up a proposal before the SRA through his architect, everything in the name of the slum society. This for the reason that there is a bonanza of FSI of a free sale component available to be developed by the developer. The question is why should the developers have such bonanza on a land of somebody's ownership or of a private ownership. Thereafter, the SRA purporting to exercise some pious obligation would, under a label of social sympathy and purportedly to forward the object of the Slum Act, commence a process to permit development at the hands of such developer and in a given situation, start proceedings to acquire the land. To say the least, we can certainly take a judicial notice that this has been a sad reality, replete on this branch of slum jurisprudence, as majority of these cases are asserted by the developers with all resources and legal ammunition they could have.**

(emphasis supplied)

9. In the present case, the slum dwellers on this government land formed an extraordinary number of proposed co-operative Societies, i.e., about 33 Societies. Thereafter these slum Societies came together and formed a “Federation of Societies”/respondent no. 9, namely, the Siddharth Colony Vikas Sena Sangh Sahakari Grihnirman Sanstha (Proposed) Housing Federation (for short “the **federation**”).

10. As far back in August 2006, the federation appointed one Adishakti Developers as a developer to undertake redevelopment of the slums. Accordingly, a Development

Agreement, for implementation of a 'slum redevelopment scheme', proposed under Regulation 33(10) of the erstwhile Development Control Regulations for Greater Mumbai, 1991, came to be executed between the federation and Adishakti Developers. It is the petitioners' case that around 2006-2007, Adishakti Developers entered into an arrangement with one KKB Developers Pvt. Ltd. of which Kartik Bhatt, Kokila Kartik Bhatt and Aditya Bhatt (**Bhatt Group**), were to jointly implement the slum rehabilitation scheme through one Adishakti Grihanirman Pvt. Ltd. (for short **AGPL**). Accordingly, an intimation to that effect was issued to the Slum Rehabilitation Authority (for short **SRA**) to pursue a joint redevelopment of the slum.

11. On 16 August 2008, the SRA certified and issued Annexure II listing 2603 slum dwellers of whom, it is contended that, 1564 slum dwellers were declared as eligible. On 14 May 2009, a proposal was submitted to the SRA by Adishakti Developers, which was accepted by the SRA.

12. It is the petitioners' case that thereafter in the year 2011-2012, disputes had arisen between Adishakti, AGPL the Bhatt group, which obviously involved the slum dwellers/federation. The proceedings reached the High Power Committee (for short **HPC**) constituted under the Slums Act, which was conferred jurisdiction to adjudicate such *inter se* disputes in relation to a slum scheme. The HPC on 20 July 2011 passed an order on Application No.348 of 2010 *inter alia* directing the SRA to convene a meeting of eligible slum dwellers within 15 days to choose between Adishakti Developers and Adishakti Grihanirman Pvt. Ltd., by exercising majority vote. The order passed by the HPC reads thus:

“ ORDER ”

This Committee directs the Chief Executive Officer / SRA to complete the following exercise for ascertaining 70% consent of eligible slum dwellers:

- a) The Deputy Registrar / SRA is directed to convene special meeting of all eligible Slum Dwellers belonging to all Housing Societies situated on the plot of land under subject S.R. Scheme and chair the meeting for taking fresh consent of eligible Slum Dwellers as per certified Annexure-II issued by the Competent Authority irrespective of any previous consent, if any, given by those Slum Dwellers to either of the developers viz. Applicant No.1 or Respondent No.3.
- b) This Committee further directs the CEO / SRA to depute the representative of Competent Authority viz. Additional Collector ( E/R) Mumbai, (Eastern Suburbs) who will remain present in meeting until the entire process is completed.
- c) The entire process of special meeting will be carried out with videography and as per circular issued by the SRA.
- d) This Committee also directs the Deputy Registrar / SRA that at the time of obtaining the consent of eligible Slum Dwellers, each consent should be obtained on separate paper which shall be counter-signed by the Deputy Registrar as well as the representative of the Competent Authority authorized by the SRA and a list of all such consents shall be prepared and signed by the Deputy Registrar as well as the representative of the Competent Authority at the end of the meeting.
- e) Each such consent to be then clubbed together and thereafter, it should be ascertained as to in whose favour there is more than 70% consent of eligible slum dwellers.
- f) Based on the report of Deputy Registrar/SRA, CEO/SRA is directed to take further necessary steps for further implementation of the subject S.R Scheme. The action envisaged in paragraphs (a) to (d) hereinabove shall be complied with and completed by 30th September 2011 by the SRA.”

13. The proceedings ultimately reached this Court in Writ Petition No.1716 of 2011 (Nikalje & Anr Vs. State of Maharashtra & Ors.), Writ Petition No.2482 of 2012 (Siddharth Colony Vikas Seva Sangh Vs. State of Maharashtra & Ors.), Writ Petition No.678 of 2012 (Adishakti Gihnrman Pvt . Ltd & Ors vs. SRA & Ors.) *inter alia* assailing the orders passed by the HPC (supra) and a Civil Suit No.2459 of 2012 (Bhatt Group vs. Adishakti) filed before the City Civil Court.

14. On account of such prolonged disputes/litigation, the slum scheme was brought to a

grinding halt, which was almost for about 14 years from the time the same was conceived. It is in such circumstances, the petitioner contends that the eligible slum dwellers as also the Federation approached the petitioner, to step in as the developer of the slum scheme, so as to resolve the *inter se* disputes, the AGPL and KKB agreed to such proposal on terms and conditions of payments. The petitioner agreed to such proposal of the Federation and the said developers and accordingly, was impleaded as a party in the pending proceedings of Writ Petition No(s).1716 of 2011, Writ Petition No.2482 of 2012 and Writ Petition No.678 of 2012 (supra). The parties entered into a consensual arrangement, which was the agreement on terms and conditions formulated in the consent terms as entered between the parties. The consent terms were filed in the proceedings which were between Adishakti, AGPL, Federation and the petitioner, being Consent Terms dated 1 March 2021. Under the consent terms, the petitioner at the behest of the federation of the slum societies, agreed to step-in as the developers, taking several obligations in undertaking the slums scheme on the Government land, whereunder the petitioner *inter alia* agreed to pay an amount of Rs.11.75 crores towards outstanding electricity dues of slum dwellers to the BEST, as also to the MSEDCL, being the electricity companies and further to pay an amount of Rs.3.85 crores to Adishakti Developers and Rs.18.74 crores to AGPL – Bhatt group. Taking the said consent terms on record of the said proceedings, on 1 March, 2021, a Division Bench of this Court passed the following order:

- “1. The learned Advocates appearing in the above three writ petitions have tendered draft amendments. They seek amend the writ petitions in terms of draft amendments. The draft amendments are taken on record and marked “X, X-1 and X-2” respectively, for identification. The Advocates for the petitioners are allowed to amend the above petitions in terms of the draft amendments marked “X, X-1, X-2”. Amendment to be carried out forthwith. Reverification dispensed with.
2. The learned Advocates appearing for the parties have tendered consent terms. The

consent terms are taken on record and marked "Y" for identification. Save and except the State of Maharashtra, Slum Rehabilitation Authority and the High Power Committee, the consent terms are signed by the parties and their respective advocates. Undertakings given in the consent terms are accepted. The above three writ petitions are disposed off in terms of consent terms.

3. The earlier interim orders stand vacated.

4. In view of disposal of Writ Petition No.2482 of 2012, Chamber Summons No.91 of 2017 does not survive and is accordingly disposed of."

(emphasis added)

15. On a perusal of the consent terms as entered between the said parties, it is seen that the consent terms was a comprehensive agreement between the parties. It is a document of about 36 pages setting out elaborate terms of the agreement, as reached between the parties. Some of the relevant clauses of the consent terms need to be noted which read thus:

"7. The Federation has now approached, one Ruparel Buildcon Private Limited "Ruparel") to act as the developer for the purposes of undertaking the development of the Property under the aegis of regulation 33(10) of the Development Control and Promotion Regulations, 2034 (DCPR)" read with the Slum Act The Federation hereby agrees to appoint Ruparel as the developer for the development of the Property The Nikajes, the Bhatt Group (including AGNPL and KKB) and Richa hereby confirm the appointment by the Federation of Ruparel as the developer of the Property. Pursuant to protracted discussions and negotiations the Nikaljes, the Bhatt Group, including AGNPL and KKB, Richa and the Federation and Societies have arrived at a settlement arrangement pursuant to which it has been agreed the Nikaljes, the Bhatt Group, including AGNPL and KKB) and Richa shall be compensated for the amounts expended by them respectively for the Slum Scheme, by the Federation and the Societies, through Ruparel the Nikaljes, the Bhatt Group (including AGNPL and KKB) and Richa have accepted the cancellation and termination of their respective rights to develop the said Property and/or to implement the Slum Scheme, and (i) accorded their irrevocable consent no objection to the appointment of Ruparel as the new developer to undertake the development of the Property and the implementation of the Slum Scheme subject to payment of the agreed amounts by the Federation and the Societies, through Ruparel to the Nikaljes, the Bhatt Group (including AGNPL and KKB) and Richa in lieu of their respective rights, title, interest and claims with respect to the Slum Scheme and as compensation for the efforts and amounts expended by them. Accordingly, the Parties hereto have agreed to record the full and final settlement of the Disputes, with no claims outstanding and or any demands, in the manner more particularly set out in these Consent Terms.

.... .

10. All the disputes between the parties (including the captioned Petitions and the Other Proceedings) shall stand mutually and amicably resolved and/or settled,

with no claims outstanding on the following terms, conditions, covenants, declarations and undertaking.

10.1. The Nikaljes (including Adishakti), the Bhatt Group (including AGNPL and KKB) and Richa hereby undertake to this Hon'ble Court that they shall not in any manner whatsoever be the developer/s for the purposes of the implementation of the Slum Scheme on the said Property or any part thereof. All documents pursuant to which the Nikaljes (including Adishakti), the Bhatt Group (including AGNPL and KKB) and Richa have acquired development rights and / or any entitlement and / or any other rights over the said Property, if any, shall stand terminated and / or cancelled and the Nikaljes (including Adishakti), the Bhatt Group (including AGNPL and KKB) and Richa undertake to handover such duly cancelled documents to Ruparel within 3(three) days from the date of execution of these Consent Terms.

10.2. The said Property shall now be developed by Ruparel who shall be the sole developer of the said Property and shall be solely entitled to implement the Slum Scheme in accordance with the Slum Act, Development Control and Promotion Regulations 2034 and the extent provisions of the law For this purpose

(a) the Nikaljes (including Adishakti) the Bhatt Group (including AGNPL and KKB) and Richa hereby irrevocably and unconditionally relinquish and release all their respective rights, title and interest if any to implement the slum scheme on the said property,

(b) Nikaljes (including Adishakti) the Bhatt Group (including AGNPL and KKB) and Richa hereby irrevocably and unconditionally agree that Ruparel shall be solely entitled to implement the Slum Scheme on the said Property as the new developer thereof under the aegis of Regulation 33 (10) of the DCPR; and

(c) the Federation and its committee members hereby irrevocably and unconditionally undertake to this Hon'ble Court that Ruparel shall be entitled to all development and appurtenant rights to implement the Slum Scheme on the said Property as the new developer thereof in place and stead of the Nikaljes (including Adishakti), the Bhatt Group (including AGNPL and KKB) and Richa;

(d) the Federation its committee members hereby agree and undertake to this Hon'ble Court, that within 15 (Fifteen) days from the date of execution of these Consent Terms, they shall do all acts, deeds and things as maybe necessary for the purposes of implementing these Consent Terms including the appointment of Ruparel as the developer of the Property.

(e) The Federation and its committee members hereby agree and undertake to this Hon'ble Court, that within 15 (Fifteen) days from the date of execution of these Consent Terms, they shall cause the Societies and their respective members to give their written Irrevocable Consents, Common Consents, Individual Consents, General Body Resolutions, Development Agreements, Powers of Attorney, Individual Agreements and/or such other documents as may be required for confirming the appointment of Ruparel as the new developer for the implementation of the Slum Scheme on the said Property, including providing such documents as may be required for proving their eligibility under the provisions of Regulation 33(10) of DCPR read with the Slum Act.

(f) the Federation and its committee members have confirmed that a final aggregate amount of Rs.45,00,00,000/- (Rupees Forty-Five Crore only) was due and payable to Reliance Energy / Adani Electricity Mumbai Limited ("Adani") towards payment of electricity dues for consumption by the slum dwellers occupying the said Property, out of the aforesaid amount, at the request of the Federation, the Societies, their respective committee members and their respective members, **Ruparel had, for and on behalf of the the Federation, the Societies, their respective committee members and their respective members, made an adhoc payment of a sum of Rs. 11,75,00,000/- (Rupees Eleven Crore Seventy Five Lakh Only) leaving an amount of Rs.33,25,00,000/- (Rupees Thirty-Three Crore Twenty Five Lakh only) which is still due and payable to Adani.** The details of the payment made by Ruparel to Adani is more particularly set out in the Annexure "6" annexed hereto. Ruparel confirms that it shall on behalf of the Federation, the Societies, their respective committee members and their respective members make payments of the balance amount of Rs.33,25,00,000/- (Rupees Thirty-Three Crore Twenty Five Lakh only) or any lesser negotiated amount to Adani, from time to time. For sake of clarity the liability towards such charges payable to Adani by Ruparel for and on behalf of the Federation, the Societies their respective committee members, is restricted to balance amount of Rs. 33,25,00,000/- (Rupees Thirty-Three Crore Twenty Five Lakh only).

(g) the Federation and its committee members are aware that Ruparel has expended and will continue to expend monies for and on behalf of the Federation and the Societies as recorded in these Consent Terms and for the implementation of the Slum Scheme on the Property. Accordingly, the Federation and its committee members, hereby agree and undertake to this Hon'ble Court that they shall not, until the Slum Scheme is fully implemented on the said Property, cancel and/or revoke and/or terminate the appointment of Ruparel as the new developer for the implementation of the Slum Scheme on the said Property including Development Agreements, Irrevocable Power of Attorneys, General Body Resolutions Individual Agreements, Consents, Individual Consents, Common Consents upon the same being executed.

10.3. Ruparel shall at its costs solely be entitled to perform all such acts, deeds, matters and things that may be necessary for the purposes of development of the said Property and implementation of the Slum Scheme, including but not limited to making necessary application(s) to the SRA for the purposes of implementation of the Slum Scheme on the said Property. Ruparel undertakes that on appointment as the developer for the Slum Scheme and subject to obtaining approvals, 'consents, permissions etc., it shall as required under the Slum Scheme expend such monies as may be required for the implementation of the Slum Scheme.

10.4. For the purposes of development of the said Property the Nikaljes (including Adishakti), the Bhatt Group (including AGNPL and KKB) and Richa have spent large sums of monies. The Federation and the societies have agreed to compensate through Ruparel the Nikaljes (including Adishakti), the Bhatt Group (including AGNPL and KKB) and Richa by agreeing to pay them the following amounts towards the full and final settlement of their respective claims, Demands, etc.

| Sr.No. | Party                          | The amount payable                                                      |
|--------|--------------------------------|-------------------------------------------------------------------------|
| 1      | Nikaljes (Including Adishakti) | Rs.69,83,44,800/- (Rupees Sixty Nine Crore Eighty Three lakh Forty Four |

|   |                                       |                                                                                     |
|---|---------------------------------------|-------------------------------------------------------------------------------------|
|   |                                       | Thousand Eight Hundred only)                                                        |
| 2 | Bhatt Group (including AGNPL and KKB) | Rs.58,74,80,000/- (Rupees Fifty Eight Crore Seventy-Four Lakh Eighty Thousand only) |
| 3 | Richa                                 | Rs.92,52,20,000/- (Rupees Ninety Two Crore Fifty-Two Lakhs Twenty Thousand only)    |

The Parties agree that the existence and quantification of the aforesaid amounts expended by the Nikaljes (including Adishakti), the Bhatt Group (including AGNPL and KKB) and Richa, shall be binding on all Parties and shall not be disputed by any Party in any manner whatsoever.

10.4. In consideration of Ruparel being appointed by the Federation and the Societies to undertake the implementation of the Slum Scheme on the Property the payment of the aforesaid amounts shall be made directly by Ruparel (for and on and behalf of the Federation and the Societies) to the Nikaljes, the Bhatt Group (including AGNPL and KKB) and Richa.

**10.5. The Federation and the Societies hereby agree to compensate, through Ruparel, the Nikaljes (including Adishakti) a sum of Rs.69,83,44,800/- (Rupees Sixty- Nine Crore Eighty-Three Lakh Forty-Four Thousand Eight Hundred Only) ("Nikalje Compensation"), which shall be paid in the following manner:**

(a) a sum of Rs.3,35,00,000/- (Rupees Three Crore Thirty-Five Lakh only) has been paid by Ruparel (on behalf of the Federation and the Societies) ("Nikalje Initial Paid Compensation 1") prior to the execution hereof (the receipt whereof Nikaljes doth hereby admit and acknowledge of and from the same and every part thereof doth hereby forever release, acquit and discharge, Ruparel, the Federation and the Societies forever);

(b) a sum of Rs. 50,00,000/- (Rupees Fifty Lakh only) has been paid by Ruparel

.....

**10.5.5. Ruparel (on behalf of the Federation and Societies) agrees to make the aforesaid payments as set out hereinabove on the terms and conditions mentioned herein.**

... ..

10.5.7. Ruparel shall be entitled to a reasonable extension of time for offering possession of the area of the Nikaljes on account of any event of force majeure or on account of any act and/or omission not attributable to Ruparel, including but not limited to the following:

(a) non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months or

(b) War, Pandemic, Civil Commotion, Riots or Act of God; or

(c) Any notice, order, rule, notification of the Government and/or other public or competent authority or

(d) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.

Provided however that the Nikaljes hereby agrees to ignore any delay on account of force majeure as stated hereinabove and/or for any reasons beyond the control of Ruparel.

**10.6. The Federation and the Societies hereby agree to compensate, through Ruparel, the Bhatt Group (including AGNPL and KKB) a sum of Rs.58,74,80,000/- (Rupees Fifty-Eight Crore Seventy-Four Lakh Eighty Thousand only) ("Bhatt Group Compensation"), which shall be paid in the following manner:**

(a) Ruparel will pay to Bhatt Group Rs. 40,00,00,000/- (Rupees Forty Crore only) out of the Bhatt Group Compensation, in the form of constructed residential area on the said Property being area admeasuring, 24,242 square feet RERA carpet area (i.e. 21,212 square feet RERA carpet area to Aditya Bhatt ("the Aditya Bhatt Area No 1") and 3,030 square feet RERA carpet area to AGNPL ("the AGNPL Area"), respectively), @ Rs. 16,500/- per square feet RERA Carpet Area in a finished ready to move in condition (hereinafter "the Aditya Bhatt Area" and "the AGNPL Area" is collectively referred to as "Bhatt Group Compensation No 1"); and

.....

**10.6.1. Ruparel (for and on behalf of the Federation and the Societies), has on or prior to the execution hereof given to the Bhatt Group (including AGNPL and KKB) a sum of Rs. 18,74,80,000/- (Rupees Eighteen Crore Seventy-Four Lakh Crore only) by way of a refundable security deposit and which has been paid as under:**

(i) a sum of Rs.1,00,00,000/- (Rupees One Crore only) paid vide RTGS dated September 7, 2020, bearing No KKBKR52020090700792009 2) a sum of Rs.50,00,000/- RTGS Dated September 15, 2020 bearing No KKBKR50220091500729546 drawn on Kotak Mahindra Bank. Hiranandani Meadows branch by Ruparel (on behalf of the Federation and the Societies) to Bhatt Group on or before the date of execution hereof. The Bhatt Group (including AGNPL and KKB) do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Federation, the Societies and Ruparel forever. ("the Bhatt Group Security Deposit No 1");

.....

10.6.2 .....

.....

10.6.9.

.....

(iii) Ruparel shall issue duly signed allotment letters on or before December 31, 2023 (after obtaining relevant Commencement Certificates in respect of the Bhatt Group Compensation 1) for flats comprised in the Bhatt Group Compensation No.1, more particularly each allotment letter stating the flat no., wing, floor, building name/ location, drawing/ plan of the flat, the completion timeline as per the present consent terms and further stating that the said allotment is issued pursuant to the present Consent Terms. It is clarified that Aditya Bhatt and AGNPL shall be liable to pay all further charges for development charges, society & advance corpus fund charges, charges for any facilities such as fitness center/health club, goods and services tax. It is further clarified that Aditya Bhatt and AGNPL shall be charged the aforesaid amounts at par with what will be charged to the purchasers / allottee/s of other units/ premises in

the said Project. Aditya Bhatt and AGNPL will be provided with one car parking per flat (which will either be 1 BHK / 2 BHK / 3BHK as per the sole discretion of Ruparel) irrespective of its configuration. Ruparel hereby agrees and undertakes that Ruparel shall not create any third-party rights in respect of the Bhatt Group Compensation No.1,

(iv) Thereupon, Ruparel shall as and when called upon by Aditya Bhatt and AGNPL execute Agreement for Sale/ Sale Agreement transferring the right, title and interest in favor of the said Aditya Bhatt and AGNPL with respect to any or all of the flats comprised in the Bhatt Group Compensation No. 1 as per the requisition of the said Aditya Bhatt and AGNPL. Ruparel shall also as and when called upon by the said Aditya Bhatt and AGNPL come forward before the registrar of sub-assurances for registration of the said Agreements duly executed. The stamp duty and any taxes as per applicable law in respect of the Bhatt Group be solely borne by Aditya Bhatt and AGNPL.

(v) Ruparel shall complete the construction of the said flats comprised in the Bhatt Group Compensation No.1 and hand the same over to the Aditya Bhatt and AGNPL along with the occupation certificate with respect to the said flats comprised in the Bhatt Group Compensation No.1 on or before December 31, 2026, subject to force majeure clause as mentioned hereinbelow.

(v) Ruparel shall be entitled to a reasonable extension of time for offering possession of the Bhatt Group Compensation on account of any event of force majeure or on account of any act and/or omission not attributable to Ruparel, including but not limited to the following:

- (a) non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months; or War, Pandemic, Civil Commotion, Riots or Act of God; or
- (b) War, Pandemic, Civil Commotion, Riots or Act of God; or
- (c) Any notice, order, rule, notification of the Government and/or other public or competent authority; or
- (d) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.

...

10.7. The Federation and the Societies (through Ruparel) hereby agree and undertake to this Hon'ble Court to compensate Richa with a sum of Rs.92,52,20,000/- (Rupees Ninety-Two Crore Fifty-Two Lakhs Twenty Thousand only) ("the Richa Compensation"), by payment of the same in the following manner:

(a) a sum of Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakh only) has been paid by Ruparel (on behalf of the Federation and the Societies) ("Richa Initial Compensation") prior to the execution hereof (the receipt whereof Richa doth hereby admits and acknowledges of and from these and every part thereof doth hereby forever releases, acquits and discharges Ruparel, the Federation and the Societies);

(b) a sum of Rs. 70,00,00,000/- (Rupees Seventy Crore only), ("the Richa Balance Compensation No.1") to be paid by the Federation and the Societies, through Ruparel to Richa shall be paid within a period of 12 (twelve) months with a grace period of 6 (six) months and an additional grace period of another 3 (three) months from the date of filing of these Consent Terms in the following manner.

(i) Ruparel shall pay a sum of Rs. 13,74,80,000/- (Rupees Thirteen Crore Seventy-Five Lakh Only) ("the Richa Balance Compensation No.1A"), to Richa in lieu of the adjustment between the Bhatt Group and Richa as more particularly described in clause 10.6.2, 10.6.3 and 10.6.4 hereinabove.

(ii) Ruparel shall pay a sum of Rs. 12,00,00,000/- (Rupees Twelve Crore Only) ("the Richa Balance Compensation No. 1B) to Richa in lieu of the adjustment between the Nikaljes and Richa as more particularly described in clause 10.5.1 and 10.5.2 respectively and

(ii) Ruparel shall pay the balance amount of Rs 44 25 20 300- (Rupees Forty-Four Crore Twenty-Five Lakh Twenty thousand only) ("the Richa Balance Compensation No. 1C to Richa)

The Richa Balance Compensation be paid by Ruparel for and on behalf of the Federation and Society) in the manner as mutually agreed between Ruparel and Richa.

(c) a sum of Rs. 20.02,20,000/- (Rupees Twenty Crore Two Lakh Twenty Thousand Only) ("the Richa Balance Compensation No.2) shall be paid by the Federation and the Societies, through Ruparel to Richa within a period of 12 (twelve) months with a grace period of 6 (six) months and an additional grace period of another 3 (three) months from the date of filing of these Consent Terms in the manner to be mutually agreed between Richa and Ruparel's

(d) Ruparel undertakes to this Hon'ble Court to fulfill the commitment (on behalf of the Federation and the Societies) given in clauses 10.7.(a) to 10.7.(c) that is the previous sub clauses.

**10.8. It is hereby irrevocably and unconditionally agreed between the parties that neither the Nikaljes, nor the Bhatt Group (including AGNPL and KKB), nor Richa, nor the Federation, nor the members of the Federation, nor the members of the Slum Societies, shall in any manner whatsoever raise any objections, claims, hindrances and issues in relation to Ruparel's right, title and interest over the said Property, as developer, and they hereby unconditionally give their No Objection to Ruparel to be the new developer for the implementation of the Slum Scheme on the said Property. The Nikaljes, the Bhatt Group (including AGNPL and KKB), Richa, the Federation, the Societies, their respective committee members and their respective members hereby agree and undertake to this Hon'ble Court to render necessary co-operation and separate to Ruparel and to sign all such deeds, documents, papers etc. as may be required in this regard.**

10.9. It has further been agreed between the Nikaljes, Bhatt Group (including AGNPL and KKB) and Richa that, save and except what has been agreed by the Federation and the Societies, through Ruparel under these Consent Terms, the Federation and or Societies and or Ruparel shall in no event be held liable and or responsible for any liabilities, demands, claims, etc. made by any person/s arising from inter-se disputes between the Nikaljes, the Bhatt Group (including AGNPL and KKB) and Richa, if any, whether in present or in future nor shall the Federation and the Societies, and or Ruparel be called upon and or any claim and or demand, etc. be made by the Nikaljes, Bhatt Group (including AGNPL and KKB), Richa and/or any associates of the Nikaljes, Bhatt Group (including AGNPL and KKB) and/or Richa and or any person claiming through

either Nikaljes and or Bhatt Group and or Richa against the Federation and or Societies and or Ruparel in any manner whatsoever.

10.10. It is hereby irrevocably and unconditionally agreed by and between the Parties that Ruparel and/or its sister concerns and or group entities shall be entitled to amalgamate and / or club the Slum Scheme with any other slum scheme/s or other schemes as may be permitted under applicable laws. However, the same shall not prejudice the entitlement of the said Bhatt Group (including AGNPL and KKB) to receive Bhatt Group Compensation 1 as more particularly described hereinabove in the said Property and the obligations of providing the Bhatt Group Compensation 1 shall be in case of such amalgamation binding upon Ruparel, its sister concerns and/or group entities being part of/developers of/beneficiaries in any manner of the said amalgamated scheme and such entities shall be considered as parties claiming through Ruparel under these consent terms and therefore execution of these presents shall be binding on these entities. Ruparel shall take the necessary undertaking from such entities to that effect without which any such amalgamation shall lapse.

10.11. The Parties agree, confirm and consent that Ruparel shall be entitled to create a mortgage / charge / lien in respect of its rights to develop / implement the Slum Scheme on the said Property based on the letter of intent to be issued by the SRA from time to time, save and except upon the Bhatt Group Compensation 1. The Federation, the Societies, their respective committee members, their respective members hereby agree and undertake to this Hon'ble Court that they shall jointly and or severally pass necessary resolutions as may be required from time to time for the purposes of enabling Ruparel to undertake the implementation of the Slum Scheme on the said Property including but not limited to (i) creating mortgage / charge / lien in respect of its rights to develop / implement the Slum Scheme on the said Property based on the letter of intent to be issued by the SRA from time to time and (ii) enter into joint venture agreements, joint development agreements, agreement for assignment of development rights, supplemental agreement/s, development management agreement, deeds of rectification, deeds of confirmation, deeds of indemnity, power/s of attorney, undertakings and such other incidental documents with third party developers / investors / co-venturers / person/s. Further the entitlement-of- any party entering into joint venture, joint development, taking assignment and or transfer of development rights, taking the project on a development management basis and /or joining with Ruparel for completion of the Sale Component in any form shall be subject to the rights of the Bhatt Group with respect to the Bhatt Group Compensation No. and any consideration payable to the Bhatt Group as more particularly described herein and the obligation to allot, transfer, complete and handover the Bhatt Group Compensation No.1 shall be equally binding upon the said third party and these Consent Terms shall be binding upon them. Further the mortgage/charge/lien in respect of the rights to the said slum scheme shall also be subject to the obligation to provide the Bhatt Group Compensation No 1: the Bhatt Group and further payment of any consideration in the event of default of such loan arising out of the said mortgage/charge/lien the financial institution and/or lender entity shall not have any rights upon and/or charge upon the Bhatt Group Compensation No 1 and /or upon any proceeds/funds payable to the Bhatt Group as consideration and further such Financial institution and/or lender shall they take over the rights on behalf of Ruparel ensure that the Bhatt Group Compensation No.1 shall be allotted, transferred completed and handed over to Aditya Bhatt as per these Consent Terms and the Consent Terms shall be binding upon them.

... ..

10.14. Owing to the operation of the interim order/s passed in the captioned Petitions, the Federation, the Societies, their respective committee members and their respective

members hereby agree to this Hon'ble Court to do all acts, deeds and things as maybe necessary for the purposes of implementing these Consent Terms including the appointment of Ruparel as the developer of the Property within 15 (fifteen) days from the date of execution of these Consent Terms, time being of the essence.

10.15. The Federation, the Societies and their respective committee members agree and undertake to this Hon'ble Court to cause their respective members / slum dwellers to vacate their respective structures/hutments that they are occupying on the said Property as and when called upon by Ruparel to do so, time being of the essence.

....

11. These Consent Terms are executed by the parties with the intent to bind the parties hereto and/or any and all persons claiming by, through, under or in trust for the executing parties.

12. The Parties are executing these terms by mutual consent, of their own free will and desire and without any nature of force, fraud, threat, undue influence and / or coercion from anyone.”

(emphasis supplied)

16. The petitioner being appointed as the developer to undertake the redevelopment of the slums in question, on an application in that regard made by the federation, the Slum Rehabilitation Authority issued a communication dated 25 March, 2021 approving appointment of the petitioner as a “developer” to implement the slum rehabilitation scheme, on the government land in question. Thereafter, on 6 August, 2021, the Slum Rehabilitation Authority sanctioned Annexure-III certifying the petitioner’s financial capacity and eligibility to undertake the scheme. Subsequent thereto, on the development proposal being submitted by the petitioner, a Letter of Intent (LOI) dated 6 August, 2021 was issued by the Chief Executive Officer of Slum Rehabilitation Authority appointing the petitioner as developer based on more than 51% consent (823 out of 1520 eligible slum dwellers) stated to be biometrically verified by the SRA.

17. On 13 August, 2021, an Intimation of Approval (**IOA**) was issued by the SRA approving construction of 8 (eight) Rehabilitation Buildings, out of which Rehabilitation Building nos. 1 to 8 were to house 3153 rehabilitation tenements and 96 amenity

tenements. Further, on 4 October, 2021, SRA issued revised Annexure-II/eligibility letter recording final tally of 2370 slum dwellers, of whom 1520 were declared eligible for rehabilitation (823 structures were ineligible/non-existent). Also, recently on 18 November, 2025, the SRA issued a revised LOI in favour of the petitioner.

18. It so transpired that after all the aforesaid approvals were granted by the SRA in favour of the petitioner, some of the Societies of the slum dwellers (**Chembur Siddharth Colony Pravartan Co-op. Housing Society along with other Societies**) approached this Court by filing Review Petition No. 3 of 2022 praying for recall of the order dated 1 March, 2021 passed by the Division Bench (supra) accepting the consent terms (supra) and disposing of the said Writ Petition(s) in terms of the consent terms. It was contended by the said review petitioners that such Cooperative Societies of the slum dwellers were not impleaded as parties to the said three Writ Petitions (Writ Petition No. 1716 of 2011, Writ Petition No. 2482 of 2012 and Writ Petition No. 678 of 2012). It was hence contended that the order dated 1 March, 2021 passed by the Division Bench accepting the 'consent terms' was required to be reviewed, as it affected large number of members of the different Cooperative Societies, as the consent terms were filed by the Federation without obtaining the consent of the review petitioner, being the Cooperative Societies formed by the slum dwellers. It was contended that a General Body Meeting was not convened by the Federation. It was further contended that when the consent terms specifically referred to the resolutions passed by the review petitioner-Societies, such resolutions were also not annexed to the consent terms. It was also contended that, in fact, in respect of some of the Societies, administrators were appointed and therefore, the persons signing the alleged resolutions on the letterhead of the said Societies, had no authority to sign the said

resolutions and pass such resolutions. Thus, the nature of such dispute raised by the said Societies was against the federation.

18.1 The said Review Petition was opposed by the petitioner, it was also opposed by the federation. On behalf of the petitioners, who were impleaded as respondent no. 13 in the review petition, it was contended that rehabilitation of the slum scheme in question had remained enmeshed in litigation before the High Power Committee, and thereafter before this Court between the rival developers from 2006 to 2021. It was stated that by way of consent terms, the claims of two rival builders were settled and it was agreed between the said developers and the federation, that the petitioner would stand appointed as the developer and accordingly, make a requisite application with the SRA to secure an Letter of Intent (LOI). It was also contended that accordingly, the SRA issued an LOI dated 6 August., 2021 in favour of the petitioner, based on verification/acceptance of 51% individual agreements and consents of the eligible slum dwellers. It was also contended by the petitioners that independent of the consent terms, 51% individual slum dwellers had consented for the redevelopment of the slum scheme by appointing the petitioner and accordingly, LOI was issued by the SRA in favour of the petitioner. It was contended that the petitioner had incurred substantial expenditure by making payments, to the erstwhile developers. Also in pursuance of the LOI, the SRA approved building plans of Rehab-building nos. 1 to 8 comprising of 3153 Rehab and 96 amenity tenements. It was contended that it was always the Federation of the Societies, which had represented all the slum dwellers. It was stated that further, the liability of all the payments to be made, was only of the petitioner and no liability was cast on the slum dwellers or the proposed Societies.

18.2 In the said Review Petitions filed before the Court, Intervention Application(s) were filed on behalf of the slum dwellers, who contended that as a result of the dispute between the developers, the redevelopment scheme was delayed for several years. It was contended that in terms of the consent terms, 51% of the slum dwellers had given consent in favour of the petitioner (respondent no. 13 therein) and therefore Slum Rehabilitation Scheme supported by 51% of the slum dwellers cannot be put to peril on the ground that certain procedures were not strictly followed or some steps were taken contrary to the procedures prescribed in the guidelines.

18.3 In the review proceedings, the federation, which was respondent no. 9 in the said proceedings, in opposing the review petition, in its reply affidavit dated 13 October, 2021 *inter alia* contended that the resolutions were passed by the respective Societies giving authority to the Federation for entering into the consent terms. It was stated that although such resolutions were not annexed to the said consent terms, they were specifically referred in the body of the consent terms. It was stated that it was well accepted that from March 2020 due to Covid-19 pandemic, there was a nationwide lock-down and several restrictions/conditions were imposed by the Government of India and State of Maharashtra from time to time. The restrictions imposed did not permit gathering of large number of people at one place, therefore, some of the terms including holding of GBR could not be held due to Covid restrictions.

19. The Division Bench considering the rival contentions, passed an order dated 14 September, 2022 on the said Review Petition. The Division Bench, however, was of the opinion that the stand of the federation, that it had consent from the Societies cannot be

accepted as consents were required to be obtained by the Societies passing a resolution . It was observed that these Societies were not signatories to the consent terms. The Division Bench accordingly recalled the earlier order dated 1 March, 2021 whereby the three Writ Petition(s) were disposed of in terms of the consent terms. The operative order passed by the Court reads thus:

#### ORDER

(i) Order dated 1st March 2021 passed in Writ Petition No.2482 of 2012 is recalled and the same is set aside and Writ Petition No.2482 of 2012 is restored to the file;

(ii) Review Petitioner Nos.1 to 15 and Chembur Siddharth Colony Shatabdi Co-operative Housing Society Ltd., Pranali Co-operative Housing Society Ltd. and Siddharth Nagar Samjhota Co-operative Housing Society Ltd. are directed to be impleaded as the Respondents in Writ Petition No.2482 of 2012;

(iii) It is clarified that we have not considered the merits of the dispute involved in the Writ Petition and the same is expressly kept open;

(iv) It is further clarified that various contentions raised by the contesting Respondents as far as the merits of the said Redevelopment Scheme are concerned, are expressly kept open and the same can be agitated in the said Writ Petition No.2482 of 2012;

(v) Review Petition is allowed and disposed of in above terms.

(vi) In view of disposal of the Review Petition, all Interim applications do not survive and the same are disposed of accordingly.”

(emphasis supplied)

20. On the aforesaid backdrop, one more Writ Petition was filed by the slum dwellers, being Writ Petition (L) No. 26910 of 2022 (Sonam Manjeet Jeth & Ors. vs. The State of Maharashtra & Ors.), which was disposed of by an order dated 17 November, 2022, which reads thus:

1. On 23 September 2022, the following order was passed:

“ 1. The learned counsel for the Petitioners states that there is a

change of advocate and the Vakalatnama is in process of being filed.

2. **This Petition is moved by six Petitioners stating to be members of Respondent No.4–Co-operative Society, which comprises of 29 societies for the purpose of implementing Slum Redevelopment Scheme in respect of the stated plot of land situated at Chembur. The prayer sought in this Petition is to the Slum Rehabilitation Authority to grant the name reservation and certificate of registration to Respondent No.4–Society. The grievance of the Petitioners is that unless the societies are registered, the Slum Redevelopment would not proceed and Respondent No.5–Developer must take steps in that regard.**

3. The Learned counsel for Respondent No.5–Developer states that he is ready to register the society, however, there are impediments in the way.

4. The learned counsel for SRA seeks time to take instructions as to how the Slum Redevelopment Authority, who is entrusted with the task of overseeing the process of Slum Redevelopment intends to proceed in this matter.

5. At the request of learned counsel for the SRA, stand over to 7 October 2022.

2. The learned counsel for the Slum Rehabilitation Authority states that instructions have been received that the representation of the Petitioners would be decided as per law within a period of three weeks. We make it clear that we have not looked into the merits of the representation of the Petitioners and it is for the authority to decide the same as per law.

3. Writ petition is disposed of.”

21. It is also the petitioner’s case that thereafter on 22 December, 2022, respondent no. 8-Assistant Registrar, Slum Rehabilitation Authority appointed an “Administrator” for the Federation. Subsequent thereto, further litigation ensued between the parties, inasmuch as, in 2024, 13 Societies forming part of the Federation filed Writ Petition (L) No. 19540 of 2024 in this Court challenging LOI dated 6 August, 2021 issued in favour of the petitioner as also the order dated 20 July, 2011 passed by the High Power Committee.

22. On 8 July, 2025, the SRA by its communication addressed to the petitioner,

allotted Permanent Transit Camps (PTC) in favour of the petitioner, so that the slum dwellers can be shifted to the transit camps and the slum land vacated for undertaking construction. The petitioner was required to make payment of an amount of Rs.1,52,50,000/- towards rent of the PTC. On 16 July, 2025, the petitioner deposited an amount of Rs.1,52,50,000/- with the SRA towards PTC rent and a receipt to that effect was issued in favour of the petitioner.

23. On 26 November, 2025, a co-ordinate Bench of this Court, of which one of us (G.S. Kulkarni, J.) was a member, passed an order on Writ Petition (L) No. 19540 of 2024 (supra) observing that the slum scheme which was delayed substantially needs to be taken forward. The said order dated 26 November, 2025 passed by this Court, is required to be noted, which reads thus:

“1. These are the proceedings where the SRA needs to file an affidavit. Let the affidavit be filed within a period of 2 weeks from today. Copy of the same be furnished to all the parties. The other Respondents who intend to file an affidavit, they are also free to do so.

2. As contended at the Bar, in our opinion, the present Petition would also be required to be heard along with Writ Petition No. 1716 of 2011, Writ Petition No. 678 of 2012 and Writ Petition No. 2482 of 2012. List all these proceedings along with the present Petition on the adjourned date of hearing.

3. We, however, observe that redevelopment of the slums in question where the Societies have formed a federation of the Societies namely ‘the Chembur Siddharth Colony Pravartan Co-operative Housing Society’ (registered) need to take an appropriate view of the matter by calling a General Body Meeting of all the Societies. Considering the fact that the litigation is pending for more than 14 years, the development has not progressed so far. An appropriate decision would be required to be accordingly taken as we do not find that the litigation and/or adjudication of these proceedings in any manner would help the parties. What is required, is that a well considered decision, should be taken, so as to forward the redevelopment of the slums and more particularly, when it is already delayed for such long period. Accordingly, let appropriate steps in that regard be taken and be informed to the Court on the adjourned date of hearing.

4. In the meantime, in the event, a resolution is not brought about after hearing all the stakeholders, we permit the appropriate party to file an interim application for further appropriate orders as the parties may desire. All contentions in this regard are

expressly kept open.

5. Needless to observe that any meeting for settlement of the issue would also be without prejudice to the rights and contentions of the parties. In the event, such meeting is proposed to be held, we direct the representative of the SRA to remain present at such meeting. The date of the meeting be informed to the Competent Authority of the SRA at least 4 working days in advance.

6. Permission to file rejoinder.

7. For the time being, we list the proceedings on 17th December 2025 (HOB).”

(emphasis supplied)

24. The petitioner has contended that on 17 December, 2025, SRA filed an affidavit in Writ Petition (L) No. 19540 of 2024 confirming the existence of Federation. Thereafter on 8 January, 2026, the advocate for the Federation addressed a letter to the SRA seeking biometric authentication and deputation of an Officer for conducting the proposed General Body Meeting, to be held on 16 February, 2026. A Similar letter was addressed on 22 January, 2026.

25. On the aforesaid backdrop, on 4 February, 2026, the Secretary of the SRA issued the impugned communication to the Officers of the SRA effectively staying the petitioner’s LOI and directing that no permissions/approvals/CC/IOA be granted. It ordered reassessment of consents and financial capacity. The said communication reads thus:

(Translation of the letter dated 4 February 2026)

Slum Rehabilitation Authority, Brihanmumbai

No.: SRA/Adm/Work-1/TE-2/61/2026

Date: 04 FEB 2026

To,

1. Shri Prakash Birje, Deputy Chief Engineer-2, SRA, Brihanmumbai
2. Smt. Vandana Gewaraikar, Deputy Collector, Mumbai City, SRA, Brihanmumbai
3. Shri Mahesh Avtade, Finance Controller, SRA
4. Smt. Sandhya Bavankule, Assistant Registrar, SRA

**Subject: Regarding the SRA scheme of Siddharth Colony Vikas Seva Sangh Housing Federation SRA Co-op. Housing Society (Proposed) on CTS No. 470 (part), 471 (part), village Chembur.**

With reference to the above subject, in respect of the complaints regarding the said scheme, the following necessary action should be taken immediately on the issues relating to the Co-operation Department, Finance Department, Deputy Collector (Special Cell-2) Eastern Suburbs as well as Department of Deputy Chief Engineer-2.

| Sr. No. | Recommendation in the inquiry report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Concerned officer to take action and action to be taken                                                                                                                                                                                           |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | <p>For the process of selection of the developer, as per Regulation 33(10) of the Development Control and Promotion Regulations-2034, there is a provision to obtain the consent of 51% of eligible hutment dwellers of the proposed societies. On perusal of the Report of the Assistant Registrar dated 16/12/2025 as well as the Report dated 30/12/2025 in this matter, it appears that, infact, it is actually necessary to convene a General Body Meeting of the total 1564 eligible hutment dwellers in the rehabilitation scheme and obtain the consent of 51% hutment dwellers therefrom. However, in the process of selection of the new developer, as stated above, a General Body Meeting has been held only in the presence of a total of 39 representatives, being 2 representatives each of the proposed societies of the proposed federation, and on that basis a report has been submitted that there is 51% consent of the eligible hutment dwellers of the proposed societies, without conducting the process of verifying in a General Body Meeting the number of eligible hutment dwellers of the proposed societies and obtaining the consent of 51% eligible hutment dwellers therein.</p> <p>From this it appears that the number of eligible hutment dwellers of the proposed societies has not been ascertained by holding a General Body Meeting and the process of verifying the consent of 51% eligible hutment dwellers therein has not been carried out. Therefore, in the presence of the authorised officer of the Co-operation Cell under the Authority, it is necessary to convene a General Body Meeting of all hutment dwellers who are eligible as on the date and time of the meeting and verify the consent of 51% hutment dwellers.</p> | Smt. Sandhya Bavankule, Assistant Registrar, Co-operation Department, SRA, Brihanmumbai shall, as per the recommendation in the report, take immediate action regarding holding a GBR (General Body Resolution / meeting) and submit such report. |
| 2       | On the basis of the documents submitted by the developer, the Finance Department has certified that                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Shri Mahesh Avtade, Finance Controller, SRA.                                                                                                                                                                                                      |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>the company has share capital of about Rs. 30 crores. In Writ Petition No. 4836/2025, in the order issued by the Hon'ble High Court, while examining the actual financial capacity of the concerned developer, the Hon'ble Court has directed that it would be appropriate to examine the following aspects:</p> <p>a. To obtain an opinion from a Chartered Accountant regarding the financial position of the said developer and also regarding the eligibility and credibility developer. as a</p> <p>b. The Income Tax Returns of the last 4 years should be examined.</p> <p>In this case also, it appears necessary to re-examine the financial capacity of the developer as per a and b above.</p>                                                                                                    | <p>As per the recommendations in the report, you yourself and a Registered CA should examine the financial capacity and other aspects and submit the report immediately.</p>                                                                                                     |
| 3 | <p>When the Committee perused the file of the Deputy Collector (Special Cell), SRA, Brihanmumbai, containing the sample individual agreement, it was seen that the individual agreement of Shri. Ananda Baburao Pawar has been executed on 10/08/2021. A copy of the same is enclosed for reference. Hence, a doubt arises as to whether the developer has submitted (51%) individual agreements on or before 06/08/2021. Therefore, it is necessary to re-examine all the individual agreements submitted.</p> <p>In view of the above, before granting any further building permission to the developer, it is necessary that all the above matters be complied with urgently and if the same is not done, appropriate action should be taken regarding cancellation of the appointment of the developer.</p> | <p>Smt. Vandana Gewaraikar, Deputy Collector (Special Cell), Mumbai City, SRA, Brihanmumbai.</p> <p>As per the recommendation in the report, all agreements should be re-examined and a report should be submitted immediately regarding whether 51 percent consent existed?</p> |
| 4 | <p><b>Regarding the SRA scheme of Siddharth Colony Vikas Seva Sangh Housing Federation SRA Co-op Housing Society (Proposed) on CTS No. 470 (part), 471 (part), village Chembur. Until the necessary action is taken on the aforesaid issues and compliance with the said issues is achieved, no further action of any kind relating to the said scheme should be taken.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p><b>Shri Prakash Birje, Deputy Chief Engineer-2, SRA, Brihanmumbai.</b></p> <p><b>Until further instructions are received, further permissions for the said scheme such as LOI, CC, IOA should not be granted.</b></p>                                                         |

Accordingly, if, from the reports of the Assistant Registrar, Finance Controller, and Deputy Collector (Special Cell), it is found that the developer has committed any irregularities, then the Deputy Chief Engineer-2 shall send a proposal regarding cancellation of the appointment of the developer.

Sd/-  
(Dattu Navale)  
Secretary  
Slum Rehabilitation Authority, Brihanmumbai

(emphasis supplied)

26. On 13 February, 2026, the impugned notice was issued by the Authorised Officer and Cooperative Officer, Grade-1, SRA informing the slum dwellers that a 'Special General Body Meeting' is being convened on Saturday 28 February, 2026 at 10 a.m. at the venue as set out in the said notice for a decision on the subject(s) – Whether the petitioner /developer-Ruparel Buildcon Pvt. Ltd. as the consent of the eligible hutment holders in the scheme or not and Whether to appoint the Chief Promoter of Siddharth Colony Vikas Seva Sangh(Housing Federation) Cooperative Society. The contents of the said notice are required to be noted, which reads thus:

SLUM REHABILITATION AUTHORITY

SRA/CO/OW/2026/6997

Co-operation Cell, SRA, Brihanmumbai

No.: SRA/Co-op/Tech. Soc. 6/2026

Date: 13/02/2026.

**-: Special General Notice :-**

With regard to the properties bearing C.T.S. Nos. 470 (part), 471 (part), situated Mouje Chembur, Taluka Kurla, on which Siddharth Colony Vikas Seva Sangh using Federation), Co-operative Housing Society (Proposed), is implementing the scheme, the Assistant Registrar, Co-operative Societies, S.R.A., by letter dated 2/2026, has appointed us as Authorized Officers to convene a general body meeting me eligible slum dwellers listed in Annexure-2 of the scheme, for the purpose of Tying the consent of eligible slum dwellers in the scheme to the developer of the scheme.

Accordingly, a Special General Meeting of the eligible slum dwellers in the scheme been convened in accordance with Circular No. 169 dated 31/12/2015 of the Slum Rehabilitation Authority on Saturday, 28/02/2026 at 10:00 a.m. at: Shagun Party Hall, R. Marg, Chembur Colony, Mumbai - 400 074. The following subjects will be taken up in said meeting. You are therefore requested to remain present for the said meeting.

**-: Subjects of the Meeting :-**

1. To verify whether the eligible slum dwellers in the scheme do or do not give their

consent to the developer of the scheme, M/s. Ruparel Buildcon Pvt. Ltd. (Group Company of Ruparel Realty).

2. To elect the Chief Promoter of Siddharth Colony Vikas Seva Sangh (Housing Federation) Co-operative Housing Society (Proposed).

Sd/-

R. N. Haldhe) Authorized Officer and  
Co-operative Officer, Grade-1, S.R.A.,  
Brihanmumbai

Sd/-(Arun Jadhav)  
Assistant Authorized Officer and  
Co-operative Officer, Grade-1, S.R.A..  
Mumbai

Note: Eligible candidates desirous of contesting for the post of Chief Promoter shall obtain the nomination forms from the Authorized Officer on 24/02/2026 and 25/02/2026 between 4:00 p.m. and 5:00 p.m., and shall personally remain present and submit the same on 26/02/2026 between 4:00 p.m. and 5:00 p.m. (The candidate filling in the nomination form must be a person shown as eligible in Annexure-2 of the Society.)

Place: Mumbai

Date: 13/02/2026.”

(emphasis supplied)

27. It is on the aforesaid conspectus, the petitioner has approached this Court praying for the following substantive reliefs:

**“Writ Petition No. 7387 of 2026**

(a) That this Hon'ble Court be pleased to issue a Writ of Certiorari or any other appropriate writ, order or direction, calling for the records pertaining to the impugned letter bearing No. SRA/Adm/Work-1/TE-2/61 2026 dated 4th February, 2026 issued by the Secretary, Slum Rehabilitation Authority, Mumbai being Respondent No. 4, and Impugned Notice bearing No. SRA/CO/OW/2026/6997 dated 13th February, 2026 issued by the SRA being Respondent No. 10 & 11, after examining the legality and validity thereof, quash and set aside the same;

(b) That this Hon'ble Court be pleased to issue a Writ of Mandamus under Article 226 of the Constitution of India, or any other appropriate writ, order or direction in the nature of Mandamus, against Respondent Nos. 2 and 3, either by themselves or through their delegates, to issue all requisite permissions, sanctions and approvals, including but not limited to commencement certificates, in favour of the Petitioner, for the purpose of smooth implementation of the subject slum rehabilitation scheme, being undertaken on the Scheme Land bearing CTS Nos. 470(Pt), 471(Pt) and 366/6(Pt) of Village Chembur, Taluka Kurla, admeasuring approximately 66,000 square metres, situated at Siddharth Nagar, K.N. Gaikwad Marg, Chembur, Mumbai - 400 071;

(c) That this Hon'ble Court be pleased to issue a Writ of Mandamus under Article 226 of the Constitution of India, or any other appropriate writ, order or direction in the nature of Mandamus, against Respondent Nos. 2 and 3, either by themselves or through their delegates, to handover possession of PTC as allotted vide letter dated 8th July, 2025 being Exhibit "P" hereto for relocating existing eligible slum dwellers therein;”

### III. The Other proceedings

#### A) Recently filed Writ Petitions

28. The companion Writ Petition No. 658 of 2026 (New Shantidoot Sahakari Grihnirman Sanstha (Proposed) & Ors. vs. State of Maharashtra & Ors.) is filed by 12 Societies (Proposed) formed by the slum dwellers, in which the reliefs prayed for are *inter alia* to the effect that the LOI dated 6 August, 2021 issued in favour of the petitioner - Ruparel Buildcon Pvt. Ltd. and all other approvals granted in its favour in relation to the redevelopment of the slum project be quashed and set aside. There is also a prayer that the order dated 20 July, 2011 passed by the High Power Committee be quashed and set aside. The substantive prayers as made in the said writ petition is required to be noted, which read thus:

“a) that this Hon’ble Court be pleased to issue a Writ of Certiorari or a writ in the nature of Certiorari or any other writ, order or direction, calling upon the records and proceedings relating to the issuance of LOI and after going through the legality, propriety and validity of the same, this Hon’ble Court be pleased to quash and set aside the Letter of Intent dated 6 August, 2021 (Exhibit “B” hereto) and all other approvals and approvals granted to and/or in favour of respondent no. 4 in relation to the redevelopment of subject slum project.

b) that this Hon’ble Court be pleased to issue a writ of certiorari and a writ in the nature of certiorari or any other writ, order or direction calling for the papers and proceedings in relation to the passing of the impugned order dated 20 July, 2011 passed by the HPC and after considering the veracity and validity of the same, this Hon’ble Court be pleased to quash and set aside the order dated 20 July, 2011 passed by the HPC (Exhibit ‘A’ hereto).”

29. There is another Writ Petition, being, Writ Petition (L) No. 24849 of 2026, which is also filed by the group of slum dwellers seeking reliefs that the redevelopment process needs to be taken further by the petitioner. The reliefs as prayed for in the said petition are required to be noted, which read thus:

“a) This Hon’ble Court may be pleased to issue Writ of Mandamus or writ in nature of

mandamus or any other appropriate writ, order or direction, directing respondent nos. 1, 2 and 3 to immediately grant all necessary construction approvals, including Commencement Certificate (CC) to respondent no. 7-Developer and to ensure the actual commencement of the work and completion thereof in time bound manner.

b) This Hon'ble Court may be pleased to issue a Writ of Mandamus or writ in nature of mandamus or any other appropriate writ, order or direction directing respondent SRA to forthwith hand over physical possession of the 586 PTC tenements at Bhimwadi, Govandi as per Allotment Letter dated 8 July, 2025 to enable the immediate relocation of the eligible slum dwellers.

c) This Hon'ble Court may be pleased to issue a Writ of Certiorari or writ in nature of certiorari or any other appropriate writ, order or direction quashing and setting aside the Impugned Letter/Order dated 4 February, 2026 (Exh. 'A' hereto), the Impugned GBM Notice dated 13 February, 2026 (Exh. B hereto), and the impugned PTC cancellation letter dated 6 July 2026 (Exh. 'C' hereto) issued by the respondent SRA."

## **B) Pending Old Writ Petitions**

30. Also, Writ Petition No. 1716 of 2011, Writ Petition No. 2482 of 2012 and Writ Petition No. 678 of 2012, which are restored to the file of this Court in pursuance of the orders dated 14 September, 2022 passed in Review Petition No. 3 of 2022 (supra), are subject matter of consideration, being tagged along with this batch of petitions. The "prayers" as made in each of the said Writ Petitions are required to be noted, which read thus:

### **Writ Petition No. 1716 of 2011**

(a) That this Hon'ble Court be pleased to declare that the Government Resolution dated 15th November 2007 (Ex. 'A' hereto) issued by the State Government is illegal, unlawful and beyond the executive powers vested in the State Government under the Constitution of India;

(b) That this Hon'ble Court be pleased to issue a Writ of Certiorari or a writ in the nature of Certiorari or any other appropriate writ, order or direction under Article 226 of the Constitution of India calling for the records and proceedings of the issuance of the Government Resolution dated 15th November 2007 (Ex. 'A' hereto) and after going into the legality and validity thereof be pleased to quash and set aside the same;

(c) That this Hon'ble Court be pleased to declare that the High Power Committee constituted under the Government Resolution dated 15th November 2007 (Ex. 'A' hereto) issued by the State Government is illegal, unlawful and the said High Power

Committee be wound up;

(d) That this Hon'ble Court be pleased to issue a Writ of Certiorari or a writ in the nature of Certiorari or any other appropriate writ, order or direction under Article 226 of the Constitution of India calling for the records and proceedings pertaining to the issuance of the impugned order dated 20th July 2011 (Ex. 'DD' hereto) passed by the High Power Committee on Application No. 348 of 2010 and after going into the legality and validity thereof be pleased to quash and set aside the same and to restore the order dated 30th August 2010 (Ex. 'X' hereto) passed by the Slum Rehabilitation Authority.

**Writ Petition No. 2482 of 2012**

(a) This Honourable Court be pleased to issue Writ of Certiorari or writ in the nature of Certiorari or such other writ, orders, directions be passed calling for the records and proceedings of Application No. 348 of 2010 and after before the High Power Committee - II, perusal of the same and after going through the validity, legality and propriety of the impugned order dated 20.7.2011, being Exhibit 'O', the same be quashed and/or set aside.

**Writ Petition No. 678 of 2012**

(A) This Hon'ble Court in its jurisdiction under Article 226 of the Constitution of India, be pleased to issue a Writ of Certiorari and/or any other appropriate writ or direction or order, calling upon Respondent No. 6 to produce case papers of Application No. 348 of 2010 and after going through legality and/or validity and/or propriety thereof, be pleased to quash & set-aside the impugned Judgment & Order dated 20/7/2011 passed by Respondent No. 6 in Application No. 348 of 2010 (Exhibit hereto) and Judgment & Order dated 30/8/2010 passed by Respondent No. 1 and Petitioners' Application No. 348 of 2010 (Exhibit hereto) be allowed with costs;"

31. As the issues in all these proceedings revolve around the Slum Rehabilitation Scheme to be implemented, on the State Government land in question, these proceedings are being adjudicated by this common judgment.

32. On the present proceedings, a co-ordinate Bench of this Court passed an order dated 25 March, 2026, while granting time to the SRA to file reply affidavit, the Court ordered that till the adjourned date of hearing, the appointment of petitioner as a developer shall not be cancelled. It was also ordered that in the meantime, the SRA would place on record as to what steps were being taken to shift 500 slum dwellers to the

Permanent Transit Camp(PTC). The said ad-interim protection in favour of the petitioner has continued to operate till date.

33. It is required to be noted that the impugned communication dated 4 February, 2026 to the effect was issued by one Mr. Dattu Navale, Secretary, Slum Rehabilitation Authority to the officers of the SRA.

34. In the reply affidavit filed on behalf of SRA, it is stated that the impugned notice dated 13 February, 2026 was issued in pursuance of the directions of this Court in the order dated 26 November, 2025 passed by the Division Bench, in the proceedings of Writ Petition (L) No. 19540 of 2024, to which we have made a reference hereinabove. This was not the correct position, as no such directions were issued by this Court in the said proceedings. Considering this, the SRA has withdrawn the impugned notice dated 13 February, 2026. The Court accordingly passed an order dated 24 August, 2026 recording such withdrawal of the notice dated 13 February, 2026, which reads thus:

“1. We have heard the learned Counsel for the parties on the present proceedings. Primary contention of the Petitioners in WPL/7387/2026 is in regard to the actions, which the SRA had resorted in threatening to cancel the Letter of Intent (LOI), which was issued in its favour.

2. On such backdrop challenge is mounted to the internal note/communication dated 4th February, 2026, which was addressed by Secretary, SRA, Dattu Navale to the officers of the SRA (at page 555 of the paper book). Thereafter, a notice was issued by the Assistance Authorized Officer dated 13<sup>th</sup> February, 2026, (page 63 of the paper book) titled as Special General Notice, thereby calling upon a Special General Meeting of the slum dwellers on 28<sup>th</sup> February, 2026 at 10.00 AM to discuss the issue as to whether the Petitioner (Ruparel Buildcon Private Limited) who was appointed as a developer was with consent of the slum dwellers, and to undertake the verification in that regard. Such notice is also being challenged by the Petitioner.

3. Surprisingly, in the affidavit-in-reply filed on behalf of the SRA, a stand has been taken that the impugned notice dated 13th February, 2026 was issued in pursuance of the order passed by this Court dated 26th November, 2025 in WPL/19540/2024, however, on a careful reading of the order dated 26<sup>th</sup> November, 2025 passed by this

Court it appears that the Court had not issued any such directions. In this view of the matter, Ms. Sabharwal, learned Counsel for the SRA on instructions states that the impugned notice dated 13th February, 2026 is being withdrawn and shall not be acted upon. We accept this statement as made by Ms Sabharwal. We however clarify that we have not examined as to whether in the facts and circumstances of the case such action of the SRA was justified as the same would be subject matter of further order we would propose to pass on the present proceedings. Suffice to observe that the fact remains that the order dated 26<sup>th</sup> November, 2025 passed by this Court in WPL/19540/2024 did not order issuance of such notice.

4. In so far as the other issues are concerned, Petitioner-Ruparel Buildcon Private Limited (for short 'Ruparel') has contended that that it has been validly appointed as the developer to undertake the slum scheme in question and therefore the LOI issued in its favour ought not be disturbed, hence it would be entitled to proceed in the scheme.

5. We have accordingly heard learned Counsel appearing for the Petitioner-Ruparel, the learned Counsel for the Federation of the Societies which is stated to be formed by 21 societies, learned Counsel for the SRA, and the learned Counsel appearing for the individual slum dwellers. We have also heard the intervention application filed by the slum dwellers who are represented by Mr. Shridhar Y. Chitale, learned Senior Counsel.

6. We propose to pass appropriate orders on the several contentions, which are raised, including to decide as to whether the ad-interim orders passed by this Court on 25th March, 2026 by the coordinate Bench of this Court would be required to be continued or otherwise.

7. Accordingly, orders are reserved.

8. List the proceedings on 31st August, 2026 for orders.

9. Ad-interim order passed earlier shall continue till the next date.

10. In the meantime, we are informed that the meeting in SRA is scheduled for tomorrow. Let the meeting be deferred by the SRA."

(emphasis supplied)

35. Thus, what remains for adjudication in the present proceedings, would be the other issue, namely, the adjudication on the legality of the impugned communication dated 4 February, 2026 (supra) issued by the Secretary, SRA.

36. On such conspectus, the rival contentions fall for our consideration.

37. At the outset, we may observe that there are multiple proceedings. There is an

Interim Application filed by one Siddharth Colony Grahak Sangarsh Samiti seeking impleadment, as also *inter alia* praying for a direction that the complaint made by the said applicant be decided by the SRA. We do not propose to deal with the said application individually, suffice it to observe that the proceedings in question are taken up, to be adjudicated by hearing all the concerned parties. Except for the ad-interim order dated 25 March, 2026 (*supra*), it is the common contention that there is no order on the merits of the proceedings, except for the detailed order dated 24 August, 2026 passed by us on the earlier occasion. We accordingly proceed to note the rival contentions.

**IV. Submissions on behalf of the petitioner-Ruparel Buildcon (Writ Petition (L) No. 7387 of 2026**

38. Mr. Ravi Kadam, Mr. Vineet Naik, learned Senior Advocates and Mr. Aseem Naphade, learned counsel appearing for the petitioner-Ruparel Buildcon Private Ltd., have made extensive submissions. It is their contention that the entitlement of the petitioner to be appointed as the developer in respect of the slum scheme in question stood crystallized under the consent terms dated 1 March, 2021, entered between the parties, notwithstanding the fact that a co-ordinate Bench of this Court, by order dated 14 September, 2022, recalled the order dated 1 March, 2021, whereby Writ Petition No. 2482 of 2012, was disposed of in terms of the consent terms. Learned senior counsel would contend that although the imprimatur was granted by this Court to the consent terms by an order dated 1 March, 2021, whereby the Division Bench accepting the consent terms, in disposing of the writ petition(s) in terms thereof, has now stood withdrawn, by virtue of the subsequent order dated 14 September, 2022, the consent

terms nevertheless constitute a comprehensive agreement between the parties, who are signatories to the consent terms, hence, the consent terms were binding on the Federation of Societies. It is submitted that the consent terms were acted upon by the petitioner *inter alia* making substantial payments and therefore it would be high-handed and illegal for the group of slum dwellers/their Societies, now to contend that the petitioner is not the developer in respect of the said project.

38.1 It is further submitted that although the order dated 1 March, 2021 passed by the Division Bench in Writ Petition No. 2482 of 2012 accepting the consent terms has subsequently been recalled, the consent terms have neither been declared illegal nor invalid *inter se* between the parties. Learned Senior Counsel would submit that, having regard to the well-settled principles of law, any question as to whether an agreement is illegal, invalid or involuntary would have to be adjudicated by the Civil Court or such other appropriate forum as the law would provide, in the fact situation. It is, therefore, their contention that the petitioner continues to be developer of the slum redevelopment project. It is submitted that the petitioner not only acted upon the consent terms and changed its position, but also the SRA accepted the petitioner to be the developer appointed for the slum project, thereby acted upon such approval and granted various approvals, including the Letter of Acceptance (LOA), LOI and permission for the Permanent Transit Camp (PTC). According to the petitioner, substantial amounts have been expended by it to further the project.

38.2 It is next submitted that any delay in implementation of the project cannot be attributed to the petitioner and the same is solely attributable to the disputes *inter se*

between the Societies and the earlier developers, appointed by them or by the federation. Learned senior counsel would further submit that the slum dwellers being members of the Societies have limited rights of rehabilitation, i.e., to get a permanent alternate accommodation, hence they cannot through their Societies indulge in speculation and/or derailing the redevelopment at the behest of rival developers. This more particularly when the land admittedly belongs to the State Government and the slum dwellers, who are the encroachers on the said land would have an entitlement only of rehabilitation. It is submitted that the approach of some of the Societies and, for that matter, the so-called Federation has resulted in the present proceedings being brought before the Court. It is submitted that the persons acting against the petitioner are neither acting *bona fide* nor in the interest of the redevelopment project, and are in fact alleged to be acting at the behest of other developers. It is submitted that the petitioner stood roped into the project under a consensual arrangement with the erstwhile developers and the federation of the Societies and has accordingly changed its position, apart from the fact that the SRA itself has granted several approvals in its favour. It is their submission that if the attempt of the slum dwellers to tinker and/or interfere in the smooth implementation of the slum scheme of the nature as involved in the present proceedings if recognized by the Court, would lead to multiple complications adverse to the slum dwellers further delaying the entire slum redevelopment scheme, on account of the *inter se* disputes amongst persons interested in the project. It is submitted that such approach on their part would also defeat the very object and purpose of the slum redevelopment.

38.3 It is next submitted that this apart, the credentials of the petitioner already stand tested by Slum Rehabilitation Authority at all levels including the petitioner's financial

capacity and the expertise in undertaking construction projects. It is submitted that what is now sought to be done at the behest of the slum Societies/Slum dwellers is to introduce a developer, Society or other persons who were not at all involved in the present slum redevelopment project, from its very inception and more particularly till the petitioner's rights stood crystallized, under the consent terms as entered between the parties. The learned senior counsel hence submit that the impugned action on the part of SRA in calling a meeting, to ascertain whether the majority of the slum dwellers support the petitioner is a high-handed exercise, and in fact such exercise amounts to putting the cart before the horse, particularly when the consent terms, have not been declared illegal or invalid by any competent Court or forum. It is, therefore, submitted that the petitioner needs to be permitted to proceed with the redevelopment of the slum in question as per the steps already undertaken by it and which form part of the record of the SRA.

**V. Submission on behalf of the petitioners in Writ Petition (I) No.24849 of 2026 (Sonam Manjeet Jeth Vs. Slum Rehabilitation Authority & Ors.)**

39. There is an independent writ petition filed on behalf of the slum dwellers, who are represented by Mr. Sanjeev Gorwadkar and Mr. Shridhar Chitale, learned senior counsel, along with Mr. Hakani, learned counsel. These parties have also filed intervention application in the companion proceedings. These slum dwellers and their societies are supporting the petitioner. They, *inter alia*, contend that the petitioner has been lawfully appointed as the developer of the project by virtue of the Consent Terms. It is their case that the slum dwellers, who are members of the various slum societies, fully support the petitioner in undertaking the redevelopment of the slums. It is submitted that the slum dwellers have been mired in interminable litigation, which is

nothing but an obscure dispute between developers and the vested interests of one or the another developer, who are behind these slum dwellers. It is their contention that the slum dwellers are awaiting rehabilitation, for a very long period, i.e., since the year 2006. It is submitted that the slum dwellers are ready and willing to shift to the permanent transit Camps (PTC) now allotted in favour of the petitioner by the SRA, in respect of which the requisite payments have already been made. It is therefore their contention that necessary orders are required to be passed by this Court to enable the petitioner to facilitate the shifting of the slum dwellers to the permanent transit accommodation being made available by the SRA at the behest of the petitioner.

40. It is also their submission that this is a case where the other societies backed by different developers are, in fact, indulging in horse-trading in relation to the slum rehabilitation scheme, and that what is being pursued opposing the scheme being taken forward by the petitioner, is not in the genuine interest of the slum dwellers, but instead is motivated by private interests, for the reason that the slum scheme pertains to a large chunk of Government land. It is, hence, their case that the contentions as urged on behalf of the petitioner need to be accepted, and the slum rehabilitation scheme ought to be taken forward and the same be not dragged into litigation. It is submitted that, this more particularly, as the petitioner has been legally appointed as the developer, after considering all the relevant factors, as set out in detail in the comprehensive consent terms as entered between the parties. It is next submitted that when things have advanced to an extent, that the petitioner has taken substantial steps to proceed with the implementation of the slum scheme, the initiation of such multiple proceedings, by the slum dwellers is to obstruct the petitioner to execute the slum scheme and cause a set

back at the behest of vested interest. It is hence submitted that the companion proceedings in fact amount to an abuse of the process of law and are highly prejudicial to the interests of slum dwellers. It is, therefore submitted that the petitioner, needs to be permitted to proceed further with the slum scheme, so as to achieve the rehabilitation of the slum dwellers at the earliest.

**VI. Submissions on behalf of societies/ slum dwellers in opposition to Petitioner-Ruparel Buildcon**

41. On the other hand, Mr. Simil Purohit, learned Senior Advocate for the petitioner in Writ Petition No. 658 of 2026, as also Mr. Amogh Singh, learned counsel for the applicant-intervenors in Interim Application (L) No. 12386 of 2026, have opposed the contentions as urged by Mr. Ravi Kadam, Mr. Vineet Naik, Mr. Shridhar Chitale and Mr. Sanjeev Gorwadkar. It is submitted that the petitioner, in fact, is not entitled to implement the slum scheme in question, more particularly in view of the order dated 14 September, 2022 passed by the co-ordinate Bench of this Court in Review Petition No. 3 of 2022, whereunder a co-ordinate Bench of this Court, did not accept the contentions as urged on behalf of the petitioner, when it clearly observed, that the consent terms were entered without the consent of some of the societies and more particularly on the basis of signatures of limited office bearers, who were purported to be office bearers of the Federation. It is submitted that in such context, an issue clearly arises whether the petitioner's appointment as developer had the requisite consent of 51% of the slum dwellers, so that the LOI which has been issued in favour of the petitioner, can at all be recognized to be legal and valid. It is contended that, in these circumstances, it was a correct approach on the part of SRA to take steps to ascertain whether there was a

consent of 51% of the slum dwellers through their respective Societies formed by them. It is submitted that only after such lawful exercise is undertaken, there can be a sanctity on the issue of appointment of the developer and not otherwise. It is submitted that the contentions as urged on behalf of the petitioner that they have changed their position and therefore, equities are being gathered on such count, are untenable contentions. It is submitted that the appointment of a developer for a slum scheme necessarily need to be undertaken, in accordance with the procedure prescribed by law, particularly having regard to the facts and circumstances of the present case.

42. There is also an opposition to the writ petition filed by the petitioner-Ruparel Buildcon, from a group of slum dwellers, who have formed societies who are stated to be represented by one Siddharth Colony Grahak Sangarsh Samiti represented by Mr. Amogh Singh. They are intervenors in the present proceedings. The case of Mr. Amogh Singh is also supported by Mr. Simil Purohit, learned senior counsel who represents New Shantidoot Sahakari Grihnirman Sanstha (Proposed). The opposition of these intervenors is *inter alia* contending that about 20 slum societies formed on the government land have now come together and are backed by approximately 668 slum dwellers who are intervenors in the present proceedings. It is their contention that the slum dwellers have made complaints, which are now part of an inquiry being conducted by the SRA, pursuant to the appointment of an Enquiry Committee constituted on 18 November 2025. It is their contention that, prior thereto, complaints have also been made to the State Government. Also, on 31 October 2025, a complaint was made by the interveners to the SRA in regard to the implementation of the slum scheme, pursuant to which the said Enquiry Committee was constituted.

43. The principal contention of the interveners and/or of these slum dwellers is that the petitioner was not appointed in accordance with the provisions of Clause 1.15 of Regulation 33(10) of the Development Control and Promotion Regulations, 2034 (for short, “**DCPR 2034**”), inasmuch as it was mandatory for a developer to obtain the consent of 51% of the eligible slum dwellers for implementing a slum rehabilitation scheme. It is hence submitted that there is a basic flaw in the appointment of the petitioner as the developer, which is liable to be tested by ascertaining the will of the slum dwellers, as the law would prescribe. It is, therefore, the contention that respondent no.9/Federation of the societies, although had initially appointed Adishakti as the developer for the rehabilitation scheme on 21 August 2006, thereafter, Adishakti joined hands with the Bhatt Group for completing the slum scheme. However, disputes had arisen between them, which became the subject matter of litigation before this Court. It is contended that, in the year 2019-20, the petitioner entered the scene on the backdrop of the *inter se* disputes between the erstwhile developers which were settled, upon payment of certain outstanding dues. It is submitted that Consent Terms were thereafter recorded before this Court in the said Writ Petition(s). It is the case of these slum dwellers/interveners, that the Consent Terms were not approved by 51% of the eligible slum dwellers, as also neither the State Government nor the SRA was a party to the consent terms. It is further contended that no General Body Meeting was held by respondent no.9/Federation, for the purposes of approving the Consent Terms. The Consent Terms indicated that the authority to execute the same flowed from resolutions passed by the constituent societies, and it is in these circumstances, by an order dated 14 September 2022, passed in Review Petition No. 3 of 2022, the Division Bench of this

Court set aside the order dated 01 March 2021 disposing of the writ petition in terms of the Consent Terms. It is contended that the observations made by the Division Bench in its order dated 14 September 2022, would demonstrate that the appointment of the petitioner was illegal and was not in accordance with the provisions of Regulation 33(10) of the DCPR 2034. It is next submitted that the inquiry undertaken by the SRA in November 2025 also recorded that the meeting held on 30 October 2020 was attended by only 39 slum dwellers. It is further submitted that the petitioner thereafter attempted to improve its case by relying upon certain Consent Verification Letters dated 06 August 2021, claiming that 840 out of 1,622 slum dwellers had given their consent to the petitioner to carry out the slum rehabilitation scheme. According to the interveners, such consent cannot be accepted, inasmuch as all these consent letters were executed before a Notary, whereas there is no provision under the DCPR 2034 for obtaining consent by way of notarised agreements, rather, the requisite consent is required to be obtained in a General Body Meeting.

44. It is further submitted that the SRA's letter dated 04 February 2026, which is impugned in the present proceedings, itself demonstrates that there is doubt regarding the genuineness of the consent letters. It is also contended that appropriate verification is required, particularly for the reason that out of the 840 persons, who are stated to have executed consent letters in favour of the petitioner, 208 persons are allegedly not eligible slum dwellers. Thus, according to the intervenors, this is a clear case of non-compliance of clause 1.15 of Regulation 33(10) of the DCPR 2034. It is hence submitted that the correct course of action would be to hold a General Body Meeting of all the eligible slum dwellers, to determine whether the appointment of the petitioner was valid and whether

in compliance of the provisions of Clause 1.15 of Regulation 33(10), the petitioner had the consent of 51% of the eligible slum dwellers for implementing the slum rehabilitation scheme.

45. It is next submitted that there are several other issues, like the petitioner having failed to pay the land premium cost in accordance with the 10-10-80 scheme. In such context, it is submitted that, as per Clause 1.11, Regulation 33(10) of the DCPR 2034, a developer undertaking a slum rehabilitation scheme, is bound to pay the land premium cost to the Government/MCGM/MHADA. In the present case, the petitioner was permitted to pay the said amount on a deferred basis under the '10-10-80' scheme introduced in September 2020. Accordingly, 10% of the amount was required to be paid prior to the issuance of the Letter of Intent (LOI). However, admittedly, the petitioner paid the said 10% amount only after the issuance of the LoI by depositing three cheques with the SRA. The said three cheques were also dishonoured on account of insufficient funds in the petitioner's accounts, pursuant to which a 'stop work' notice was issued to the petitioner on 18 September 2025. Thus, despite the concessions extended to the petitioner, the petitioner is in breach of the '10-10-80' scheme, inasmuch as the first installment towards the land premium cost was paid almost four years after the issuance of the LoI.

46. It is next submitted that the petitioner is, in fact, not acting bona fide, inasmuch as Shri. Rama Bhoji Mitkar, who is the Deputy Chief Engineer of the SRA, has a son, Mr. Harshwardhan Rama Mitkar, who is the director in one Maitri Health Services Pvt. Ltd. a company stated to be owned by Mr. Amit Ruparel, Director of the petitioner. It is,

therefore, the intervener's case that Shri Rama Bhoji Mitkar has acted, with considerable leniency towards the petitioner. It is submitted that this is also evident from the fact that Mitkar has opined that the petitioner was exempt from payment of the 'change in developer' cost. It is submitted that such exemption could have been granted only where the erstwhile developer was terminated pursuant to proceedings under Section 13(2) of the Slum Act. In the present case, however, the petitioner did not enter the slum scheme pursuant to the termination of any erstwhile developer under the said provision. Consequently, it was incumbent on the petitioner to pay the applicable 'change in developer' cost to the concerned authorities.

47. On the aforesaid contention, it is submitted that the petitioner ought not to be granted any relief in the present petition and the SRA needs to be permitted to undertake an exercise under impugned notice dated 04 February 2026, by vacating the ad-interim protection as granted by this Court.

#### **VII. SRA's case**

48. On behalf of the SRA, the impugned decision is supported by placing reliance on the reply affidavit of Mr. Dattu Nawale, working as Secretary with Slum Rehabilitation Authority. At the outset, it is contended that the writ petition challenges what is, in substance, a verification process and not any final or operative adverse order, for the reason that the impugned communication dated 04 February 2026 and the notice dated 13 February 2026 impugned in the petition do no more than direct the competent officers of the authority to verify whether the consent of not less than 51% of the eligible slum dwellers, whether has been obtained by undertaking an independent assessment of

the various statutory requisites which would include verification of the individual agreements as relied upon by the petitioner, and to refrain from granting further permissions pending such verification.

49. The SRA has contended that the impugned communications have been issued in furtherance of the orders of this Court by order dated 14 September 2022 in Review Petition No. 3 of 2022. Also by a subsequent order dated 26 November 2025, this Court directed that a General Body Meeting of the societies be convened and a well-considered decision be taken to carry the redevelopment forward after hearing all stakeholders.

50. The SRA's reply affidavit has categorically stated that the ownership of the land in respect of which, the slum redevelopment is in question, belongs to the State Government and the MHADA. It is also admitted that on 23 August 2006 the slum rehabilitation scheme was accepted in the name of M/s. Adishakti Developers as developer, with M/s. Pravin Naik & Associates as Architect, in accordance with the prevailing policy and regulations at the relevant time. A copy of the Engineering Fact Sheet of the said scheme, as maintained by respondent no.2, is being relied upon. It is next contended that the slum rehabilitation scheme in question has been subject matter of multiple proceedings before the different forums, including proceedings before the High Power Committee (now AGRC) and in several writ petitions before this Court, by referring to the orders passed by the Division Bench dated 01 March 2021 accepting Consent Terms (supra) and the subsequent orders passed on the review proceedings. It is contended that although Consent Terms were entered between the slum dwellers and

the developers, the SRA was not a party to the Consent Terms. It is next contended that the Architect of the petitioner-M/s. Ruparel had applied to the SRA for issuance of a “Letter of Intent” in its favour for implementation of such scheme. It is stated that the SRA had processed the application on the basis of the documents, particulars and representations then placed before it, including the scheme particulars, the land-ownership details and the consent and eligibility data, as submitted by and on behalf of the petitioner and on the strength thereof and in the matrix of the Consent Terms then on record, the SRA had issued the LoI dated 06 August 2021 in favour of the petitioner – Ruparel Buildcon, subject to the conditions mentioned therein and subject to compliance with further statutory permissions. The following statement in paragraph 15 of the reply affidavit is required to be noted which reads thus:-

*“As mentioned above, the consent terms on the basis of which the present LoI was issued, has since been set aside and order taking on record the said consent terms has been admittedly recalled.”*

51. It is further stated by the SRA, that the Intimation of Approval (IOA) for rehab building nos.1 to 8 was also issued on 13 August 2021, IOA for sale of building nos.1 to 3 on 04 January 2022, and an amended IOA for rehab building nos.1 to 8 on 18 November 2025. It is stated that a temporary rehabilitation sample flat (limited in nature and for demonstrative purposes) was permitted in December 2021. It is further stated that the Plinth Commencement Certificate has not been issued for the scheme, as a Stop Work Notice in respect of the scheme was issued on 15 February 2024. It is stated that the scheme remains subject to the pendency of proceedings before this Court, and on the verification of the requisite consents and the developer’s capacity as directed

by the competent authority.

52. It is next contended that the SRA is a statutory body constituted under Section 3A of the Slum Act. It is stated that the implementation of slum rehabilitation schemes is governed by the Slum Act read with Regulation 33(10) of the DCPR-2034 and the Appendix to the DCPR 2034, read with the circulars issued by the authority from time to time. It is contended that under such legal framework, a slum scheme may be propounded and a developer appointed, only *inter alia*, upon the consent of not less than 51% of the eligible slum dwellers being duly verified by the competent authority, the certification of eligible occupants in Annexure-II, and the certification of the developer's financial capacity in Annexure-III, followed by the Letter of Intent (LOI) and the Intimations of Approval(LOA).

53. It is stated that the said requirements being statutory safeguards, the satisfaction whereof is a condition precedent to the lawful implementation of a scheme on the parcel of land. It is next contended that on such backdrop, the impugned letter dated 04 February 2026 was issued upon:- (a)complaints received in respect of the scheme; (b) the report of a Committee constituted by the CEO, SRA and (c) the reports of the Assistant Registrar (Co-operative Societies), SRA, dated 16 December 2025 and 30 December 2025. Accordingly, the concerned officers were directed to verify the consent of the eligible slum dwellers, the individual agreements relied upon and the financial capacity, eligibility and credibility of the petitioner-developer, and pending such verification, directed that no further permissions be granted.

54. It is further stated that, in pursuance of the interim order dated 25 March 2026

passed in the present proceedings, it was directed by this Court that till the adjourned date of hearing, the appointment of the petitioner as the developer shall not be cancelled. It is stated that the said order has been abided by the SRA. It is next stated that, recently, on 25 May 2026, Siddharth Colony Ghar Hakk Sangharsh Samiti addressed a communication to the authority, reiterating its grievances and requesting that no decision be taken on the petitioner's proposal until the verification/enquiry is concluded. It is hence contended that there has been no breach of the principles of natural justice.

55. The SRA has further contended that the petitioner cannot assert any vested or subsisting right, as the developer of the said scheme. It is submitted that the petitioner's induction as the developer was based upon and flows from the Consent Terms as accepted by this Court in its order dated 01 March 2021, the authority for which was stated in the Consent Terms, to be the resolutions dated 30 October 2020 passed by the concerned societies. It is stated that in view of the order dated 14 September 2022 passed by the Division Bench recalling the orders accepting the Consent Terms, the actions as taken by the SRA are justified. It is next contended that the petitioner has deposited only the security amounts of Rs.1,52,50,000/- and Rs.2,68,40,000/- in July 2025 and June 2026, respectively, for the purpose of being permitted to avail of permanent transit accommodation. It is finally contended that, insofar as the private disputes are concerned, the SRA is in no manner concerned with the private disputes. Accordingly, it is contended that the writ petition is liable to be dismissed.

#### **VIII. Analysis and Reasons**

56. We have heard learned counsel for the parties. With their assistance, we have also

perused the record.

57. The question which falls for consideration in the present proceedings is whether the impugned communication dated 4 February, 2026 issued by the concerned officials of the SRA is legal and valid and whether the petitioner in law needs to be recognized as the developer of the slum project.

58. At the outset, we may observe that in respect of slum scheme if a developer is to be appointed by the Society formed by the slum dwellers, the provisions of Regulation 33(10) of DCPR-2034 become applicable along with the provisions of the Slum Act. Regulation 33(10) provides for “Redevelopment for Rehabilitation of Slum Dwellers”, under which, Clause 1.14 provides that a Slum Rehabilitation Project shall be considered “preferably” when submitted through a proposed or registered co-operative housing society of hutment dwellers on site. It provides that the said society shall include all the eligible hutments on the site while submitting the Slum Rehabilitation Scheme and to give an undertaking to SRA. Clause 1.15 provides that where 51% percent or more of the eligible hutment-dwellers in a slum and/or stretch of road or pavement contiguous to it, at one place agree to join a rehabilitation scheme, it may be considered for approval, subject to the submission of irrevocable written agreements of eligible hutment-dwellers before issuance of LOI. The said requirement, however, “shall not” apply to Slum Rehabilitation Projects undertaken by the State Government or Public authority or as the case may be a Govt. Company as defined under Section 617 of the Companies Act 1956 and being owned & controlled by the State Government. The said regulations are required to be noted, which reads thus:

### 33 (10) Redevelopment for Rehabilitation of Slum Dwellers:

1.14 A Slum Rehabilitation Project shall be considered preferably when submitted through a proposed or registered co-operative housing society of hutment dwellers on site. The said society shall include all the eligible hutment on site while submitting the S.R. Scheme and give an undertaking to that effect to SRA.

1.15 Where 51% percent or more of the eligible hutment-dwellers in a slum and stretch of road or pavement contiguous to it at one place agree to join a rehabilitation scheme, it may be considered for approval, subject to submission of irrecoverable written agreements of eligible hutment-dwellers before LOI.

**Provided that nothing contained herein shall apply to Slum Rehabilitation Projects undertaken by the State Government or Public authority or as the case may be a Govt. Company as defined in Sec. 617 of the Companies Act 1956 and being owned & controlled by the State Government.”**

59. It would not require further elaboration, that the Slum Rehabilitation Scheme in question is embroiled in protracted and countless litigation, since the year 2011. The nature of the litigation appears to be quite clear that it is either between the developers themselves who came to be earlier selected by the slum dwellers or the Society of the slum dwellers, as there are multiple Societies in the fray. As initially informed to the Court about 33 Societies were formed by the slumdwellers or their groups. Thereafter the Societies came together and formed respondent no. 9-Federation.

60. Initially, the federation of the Societies had appointed one “Adishakti” as the developer to undertake the rehabilitation scheme in the year 2006. Later on, there were disputes between the co-developers appointed by Adishakti, namely, KKB Developers (Bhatt Group). We do not intend to delve and reiterate on the nature of the disputes already noted in the foregoing paragraphs, suffice it to observe that the litigation reached not only the Slum Rehabilitation Authority, but also the High Power Committee (HPC) and thereafter before this Court in the proceedings of Writ Petition No. 1716 of 2011

filed by Adishakti Developers challenging the order dated 20 July 2011 of the High Power Committee, Writ Petition No. 2482 of 2012 filed by Federation and Writ Petition No. 678 of 2012 filed by KKB Developers (Bhatt Group) challenging the orders passed by the High Power Committee. The said petitions were compromised between the developers and the Federation in terms of the consent terms dated 1 March 2021 filed between the developer and respondent no. 9 Federation of the Societies, in which the petitioner was appointed and accepted as the developer, at the request of the federation.

61. It is the petitioner's case that in pursuance to the consent terms, the petitioner had changed its position in *inter alia* making several payments some of them being payment of Rs.11.75 crores towards clearance of outstanding electricity dues of respondent no. 9 and Rs.3.85 crores to Adishakti Developers and Rs.18.74 crores to KKB Developers (Bhatt group) and further payments made to the SRA for the PTCs. The Writ Petitions were disposed of in terms of the consent terms by an order dated 1 March, 2021.

62. It is the petitioner's case that thereafter the petitioner has taken several steps from the SRA, inasmuch as the petitioner submitted its proposal with SRA with all the requisite documents including a certificate dated 27 July, 2021 issued by the petitioner's Chartered Accountant certifying that the petitioner having a net worth of 29,97,73,005/-. The petitioner contended that on 6 August, 2021, Consent Verification Report was submitted by the Deputy District Collector, SRA thereby recording that out of 2603 slum dwellers, 1622 slum dwellers were eligible and out of which 840 slum dwellers have given consents in favour of the petitioner. Accordingly, the petitioner

contended that 840 slum dwellers having consented, the same amounted to a consent given by 51.78% of the slum dwellers, who have not objected to the slum scheme being undertaken by the petitioners. It is also the case of the petitioner that Annexure III was issued by the Finance Controller, SRA thereby recording that the petitioner had sufficient networth as certified by Chartered Accountant certificate dated 27 July, 2021. The petitioner has furnished deposits of total sum of Rs.2.92 crores as per the requirement of SRA. Also, Letter of Intent (LOI) was issued by SRA in favour of the petitioner on 6 August, 2021, which according to the petitioner, was in consonance with Clause 1.15 of Regulation 33(10) of DCPR 2034. The LOI is to be issued only after 51% eligible hutment dwellers consent to the slum rehabilitation scheme being undertaken by the developer. Also, on 13 August, 2021, Intimation of Approval (IOA) was issued in favour of the petitioner by the SRA. All these facts are not in dispute.

63. It is significant that on the backdrop of the aforesaid steps being taken by the petitioner and when substantive permissions were granted by the SRA in favour of the petitioner, Review Petition No. 3 of 2022 was filed by some of the Societies seeking review/recall of the order dated 1 March, 2021 passed on Writ Petition No. 2482 of 2012 along with other petitions disposing of the said petitions, in terms of the consent terms, which ultimately came to be allowed by the Division Bench of this Court by an order dated 14 September 2022 i.e. almost after 17 months after the order dated 1 March 2021 was passed by the Division Bench, whereby the Division Bench recalled the order dated 1 March, 2021, *inter alia* on the ground that there was no resolution of the General Body approving the consent terms and hence the same was required to be

recalled. After such order was passed by the Court, almost about four years have lapsed.

64. On such overview, it appears that on 18 June, 2024, Writ Petition (L) No. 19540 of 2024 was filed by one “New Shantidhoot Sahakar Samiti”, being one of the slum societies challenging the LOI dated 6 August, 2021 issued in favour of the petitioner and also challenging the order dated 20 July, 2021 passed by the High Power Committee. It appears that as the permissions granted by the SRA in favour of the petitioner, i.e., the LOI and IOA were subsisting, the petitioner by its letter dated 29 May, 2025 applied to the SRA for allotment of Permanent Transit Camp (PTC) tenements for the slum scheme in question. The petitioner also furnished an undertaking dated 30 June, 2025 in the prescribed format for availing the Permanent Transit Camp (PTC) tenements, for the slum scheme in question. On such application, on 8 July, 2025, the SRA issued to the petitioner allotment order thereby allotting 586 Permanent Transit Camp tenements. On 16 July, 2025, the petitioner is stated to have deposited an amount of Rs.1,52,50,000/- with the SRA, being the amounts availing the Permanent Transit Camp tenements, as allotted.

65. The petitioner’s grievance is that when the aforesaid substantial steps were being taken by the petitioner to forward the scheme, again on 31 October, 2025, a complaint was filed merely by 10 slum dwellers out of 1520 slum dwellers thereby raising various allegations against the SRA and the petitioners. Despite this, on 18 November, 2025, the SRA issued revised LOI in favour of the petitioner. At the same time, on 18 November, 2025, the Chief Executive officer of SRA constituted a five member Committee to look into the allegations raised in the complaint filed by 10 slum dwellers. On 26 November,

2025 the Division Bench of this Court passed an order in Writ Petition (L) No. 19540 of 2024 filed by “New Shantidoot Sahakari Samiti” inter alia observing that the Federation/respondent no. 9 needs to take an appropriate view of the matter by calling a General Body meeting of all the Societies. It was observed that the redevelopment of the slums in question where the Societies have formed a federation of the Societies namely ‘the Chembur Siddharth Colony Pravartan Co-operative Housing Society’ (registered) needs to take an appropriate view of the matter by calling a General Body Meeting of all the Societies, considering the fact that the litigation is pending for more than 14 years and that the redevelopment has not progressed so far. It was observed that an appropriate decision would be required to be accordingly taken as litigation would not help the parties. The Court observed that what was required, was a well considered decision be taken, so as to forward the redevelopment of the slums and more particularly, when it is already delayed for such long period. Accordingly, the Court observed that let appropriate steps in that regard be taken and be informed to the Court on the adjourned date of hearing. It was also observed that any meeting for settlement of the issue would also be without prejudice to the rights and contentions of the parties. In the event, such meeting is proposed to be held, it was directed that the representative of the SRA to remain present at such meeting. Such presence could not be construed as any statutory exercise to undertake the verification of the consent, but a peaceful and amicable resolution of the disputes.

66. It was SRA’s case that on the basis of the aforesaid order passed by this Court, the impugned notice dated 13 February, 2026 was issued, whereby respondent nos. 10 and 11- Officers of SRA called upon the slum dwellers to hold a General Body Meeting for re-verification of consents and election of a Chief Promoter of the Federation. However,

as no such direction could be construed from the said order dated 26 November, 2025 (supra) passed by the Court, the notice dated 13 February, 2026, was withdrawn by the SRA.

67. On the present writ petition filed by the petitioner, as noted above, interim order was passed on 25 March, 2026 whereby the Court ordered that the appointment of the petitioner as developer shall not be cancelled. The said order continues to operate.

68. Thus, on the aforesaid conspectus, it appears to be not in dispute that under the consent terms as entered between the earlier developers and the federation, indisputedly the petitioner was appointed to undertake the redevelopment of the slum in question, in a manner as agreed between the erstwhile developer, on the nature of the concurrence of the Federation, as contained in the consent terms entered between the parties, subject matter of order dated 1 March, 2021 passed by this Court on a batch of the proceedings as noted hereinabove. However, the said order accepting the consent terms and disposing of the proceedings in terms of the consent terms were set aside by a co-ordinate Bench of this Court by an order dated 14 September, 2022 in Review Petition No. 3 of 2022. However, a perusal of the operative order passed on the Review Petition would indicate that while the approval of the Court to the consent terms had stood withdrawn as earlier granted by the Division Bench in its order dated 1 March, 2021, the legal position qua the consent terms would be that the Consent Terms otherwise remained to be an agreement between the parties to the consent terms, which includes the federation and the petitioner relevant for the present proceedings. Such agreement was hence binding, *inter se* between these parties who were signatories to the consent terms.

69. Confronted with the aforesaid peculiar facts, if at all it is a dispute between the private parties qua the agreement as entered in the form of consent terms, and the obligations which would emanate therefrom, the situation is of a nature that the general principles of law, certainly become applicable. This being, if a party to the consent terms, for example, the federation intended to challenge the consent terms and the agreement reached by the parties thereunder, in a manner the law would mandate, it was always open to the federation or any other signatory to the consent terms to initiate appropriate proceedings to challenge the agreement or its terms and conditions. The challenge on merits of the agreement or the terms and conditions in the consent terms are issues of fact, requiring proceedings to be initiated before the Civil Court. Significantly, *per se* none of the signatories to the consent terms have taken such position, adverse to the consent terms. So far there is no declaration of any appropriate forum or of the Civil Court that the consent terms, which otherwise is an agreement between the parties, qua the obligations it creates between the signatories to the consent terms, is an illegal agreement or not binding on the said parties. Such relief qua the agreement (consent terms) can be granted only by the Civil Court, or any competent forum in the context of the applicability of the slums law. This position becomes significant when the SRA on record has not taken a position to cancel the LOI, IOA issued in favour of the petitioner and has considered the petitioner to be validly appointed by the federation under the consent terms. This was fortified by the SRA recently allotting PTC in the month of July, 2025.

70. In the Review Petition, only the recognition of the consent terms by the Court, by its order dated 1 March, 2021 disposing of the proceedings in terms of the consent

terms, has been set aside in the proceedings of Review Petition No. 3 of 2022. The primary consideration for the Court to pass the order dated 14 September, 2022 in the Review Petition, to set aside the order dated 1 March, 2021 disposing of the proceedings in terms of the consent terms, was *inter alia* on the ground that the redevelopment scheme in question was a slum scheme and the same would be required to be implemented by the developer, who is appointed in a manner as recognized by Regulation 33(10) of the DCPR, i.e., by consent of more than 51% of the slum dwellers.

71. The controversy accordingly boils down as to whether the large number of Societies formed by the slum dwellers, which have formed the Federation, or, on the other hand, the group of Societies represented by Mr. Singh, repose a confidence in appointing the petitioner as the developer. The case of the Societies as urged by Mr. Simil Purohit and Mr. Amogh Singh is that 51% of the slum dwellers have not consented to the appointment of the petitioner, when such consent is the requirement under Clause 1.15 of the Regulation 33(10), hence it was imperative that a General Body meeting be convened to ascertain whether there is a consent of 51% of the slum dwellers in appointing the petitioner.

72. In the aforesaid circumstances, no doubt Clause 1.15 of Regulation 33(10) of the DCPR was applicable requiring an exercise to be undertaken to ascertain whether 51% of the slum dwellers have consented to the appointment of the petitioner as a developer, however, the fact remains that, the SRA acted on the basis that the petitioner was validly appointed as a developer to undertake the slum scheme in question, by issuance of LOI, IOA and a Revised LoI, in favour of the petitioner, as also making allotment of

Permanent Transit Camps (PTC) to enable the slum dwellers to be shifted to the transit camps.

73. It is also not the case that wholesomely each and every slum dweller or through these multiple Societies formed by these large number of slum dwellers in one voice, say that they are not agreeing to the appointment of the petitioner as the developer. There is an obvious conflict *inter se* between the slum dwellers (at whose behest we do not know), which has led to this position of the slum scheme being brought to a grinding halt. Thus, what is significant that, indisputedly to a substantial extent, the petitioner has changed its position by investing amounts on the project.

74. The proceedings of Writ Petition Nos. 1716 of 2011, 2482 of 2012 and 678 of 2012 are also subject matter of consideration before us, in view of the order dated 01 March 2021 passed by the co-ordinate Bench of this Court, disposing of the said petitions being set aside by the Division Bench in the proceedings of Review Petition No. 3 of 2022 (*supra*). These proceedings, in our opinion, are placed at a juncture where the erstwhile developers appointed by the Federation/societies, namely, Nikaljes, Adishakti Grihnirman Pvt. Ltd. (AGPL), KKB Developers Pvt. Ltd. and Bhatt Group, on the one hand stand displaced, as these developers along with the Federation-Siddharth Colony Vikas Seva Sangh Sahakari Griha Nirman Sanstha, have agreed to appoint the petitioner Pvt. Ltd. as the developer to undertake the slum project under an agreement dated 01 March 2021 which was placed on record in the form of the consent terms.

75. The terms and conditions of the consent terms have created reciprocal obligations between the parties who are signatories thereto. The fact remains as noted hereinabove

that the consent terms have not been challenged by any of the signatories thereto, which include the Federation of the societies. Such a challenge is also required to be made in a manner known to law, namely by filing an appropriate civil suit so as to seek a declaration that such agreement between the parties is illegal. Any third party to the consent terms if aggrieved by the same also needs to file its independent proceedings seeking a relief that the consent terms are not binding on it.

76. Further, it would not be acceptable to read the order of the Division Bench dated 14 September 2022 passed in the review petition to be any order declaring the agreement *inter se* between the parties subject matter of the consent terms, to be illegal. In other words, the said order of the Division Bench cannot be construed, as an order which, in any manner, extinguishes the rights of the parties to the consent terms as recognized by the terms and conditions thereof. The effect of the order passed in the review proceedings is simply to set aside the prior order dated 01 March 2021 passed by the co-ordinate Bench of this Court, taking the consent terms on record and disposing of the writ petitions, and to restore the writ petitions to the file of this Court, with a further direction that the review petitioner be impleaded as a party respondent to the writ petition. What is most significant is that the Division Bench, in the said order passed in the review proceedings, has categorically clarified in operative paragraph (iii) that the Court has not considered the merits of the dispute involved in the writ petition and that the same was expressly kept open. Further, in paragraph (iv), it has been clarified that various contentions raised by the contesting respondents as far as the merits of the said Redevelopment Scheme are concerned, were expressly kept open and could be agitated in the proceedings of Writ Petition No. 2482 of 2012 and it was on such terms, the review petition came to be

disposed of. Thus, for any of the slum dwellers or their societies to contend that the agreement entered into between the parties to the consent terms is itself of no consequence, or that the same is redundant and could not have been acted upon by the SRA, is, in our opinion, quite untenable. The following discussion would aid our conclusion.

77. The consent terms, along with the orders passed by the Division Bench, were subject matter of due consideration by the SRA, for the reason that, under the agreement entered into between the Federation, the erstwhile developers, the petitioner was appointed as the developer for the slum scheme in question. In a manner as the rules would provide, the petitioner, submitted its proposal to the SRA to undertake redevelopment of the slums on the Government land in question. The SRA acted upon such proposal of the petitioner and proceeded to issue a Letter of Intent (LoI) dated 06 August 2021 and thereafter the IOA dated 13 August 2021 and a revised LOI dated 18 November 2025. Also very recently, the SRA accepted the application of the petitioner for allotment of the permanent transit camp. When all this was happening, it cannot be that the slum dwellers or their societies were not aware of these developments.

78. The Court also cannot be oblivious to the contentions as urged by petitioner that it had expended large sums of money, towards various payments, as noted by us hereinabove. The factual matrix as noted by us, clearly demonstrates that the consent terms were acted upon by the parties. Significantly, the SRA has not taken any suo-motu proceedings to stay the LOI or IOA dated 06 August 2021 and 13 August 2021 respectively. Moreover, the SRA has proceeded to allot permanent transit camps to

accommodate 585 slum dwellers.

79. It is on such conspectus, the slum dwellers/societies, who are represented by Mr. Simil Purohit and Mr. Amogh Singh (for the interveners), have asserted what was in fact asserted in the review petition, as seen from the proceedings therein. There are 15 review petitioners (slum dwellers), as also Chembur Siddharth Colony Shatabdi Cooperative Housing Society Ltd., Pranali Co-operative Housing Society Ltd. and Siddharth Nagar Samjhota Co-operative Housing Society Ltd., who were asserting such rights as noted in operative paragraph of the order passed by this Court in the review proceedings.

80. It is of vital significance that the Federation had opposed the review petition, as seen from the observations of the Division Bench in paragraph 13 of its order dated 14 September 2022 passed on the review petition, recording that respondent no.1/Federation had filed a detailed affidavit-in-reply dated 13 October 2021 contending that the review petition be dismissed. Further in the review proceedings, the submissions made on behalf of the petitioner-Ruparel Buildcon are also required to be noted which read thus:-

“9. Mr. Aspi Chinoy, the learned Senior Counsel appearing for the Respondent No.13 submitted that rehabilitation of the slum dwellers had remained enmeshed in litigation before High Power Committee and this Court between the rival developers from 2006 to 2021. By the Consent Terms, the claims of the two rival builders were settled and it was agreed that Respondent No.13 would make a requisite application before SRA to secure LOI. He submitted that subsequently SRA has issued LOI dated 6th August 2021 to Respondent No.13 based on verification/acceptance of 51% individual agreements and consents of the eligible slum dwellers. He submitted that independently of the Consent Terms/ consent order, 51% individual slum dwellers have consented for the redevelopment of the Slum Scheme by Respondent No.13 and accordingly, LOI has been issued. Pursuant to the LOI, Respondent No.13 has incurred substantial expenditure on making payments to the erstwhile developers. Respondent No.4 - SRA has approved building plans of rehab building Nos.1 to 8 comprising of 3153 rehab and 96 amenity tenements. By oversight, the individual Societies' Managing Committee Resolutions dated 30th October 2020 remained to be annexed as Exh.9 and the same have been produced by the Respondent No.1 - Federation along with the affidavit-in-reply. He submitted that the individual Societies (either proposed or registered) had not played any role in the matter of the

Proposed Rehabilitation Scheme after 2006. It is the Federation i.e. the Respondent No.1 who has all along represented all the slum dwellers. He submitted that the liability of payment is only of Respondent No.13 and no liability is cast on the slum dwellers or the Proposed Societies. He submitted that in any case, the said Consent Terms will only bind the Federation and will not be binding on the Societies i.e. Review Petitioners.”

81. It needs to be gathered that the cumulative effect of the aforesaid factual position on the record of the SRA, and on what was warranted under the rules, regulations and norms followed by the SRA, was to the effect that the petitioner-Ruparel Buildcon was accepted as the developer of the slum scheme in question as appointed by the Federation. The Federation had never deviated from the said position at the relevant time, when it opposed the Review Petition. It is on such premise that the SRA, applying the statutory norms and considering the proposal submitted by the petitioner-Ruparel Buildcon, and being satisfied that such proposal complies with all the applicable norms, decided to issue the LOI, IOA, etc. in favour of the petitioner.

82. If, in any circumstances, and in the manner as the law would require, a developer so appointed, is to be ousted and/or changed and/or prevented from undertaking a slum rehabilitation scheme, the only manner known to law, is the aggrieved party taking recourse to the provisions of Section 13(2) of the Slums Act. Section 13 is required to be noted which reads thus:-

**“13. Power of Slum Rehabilitation Authority to develop slum Rehabilitation area**

(1) Notwithstanding anything contained in sub-section (10) of section 12, the Chief Executive Officer shall, after any land has been declared as the Slum Rehabilitation Area, including community economic activity area, if the owners, landholders or occupants of such land do not come forward within a reasonable time, which shall not be more than one hundred and twenty days, required for relocation and rehabilitation of protected and other occupiers justifying with the Slum Rehabilitation Scheme for redevelopment of such land, by order, determine to redevelop such land by entrusting into any agency or other developer for the purpose.

(2) Where on declaration of any land as Slum Rehabilitation Area, the Chief Executive Officer is satisfied that, the land in the Slum Rehabilitation Area has been or is being developed by the landholders or occupants developers in contravention of the plans duly approved, or any restrictions or conditions imposed under subsection (10) of section 12, or in contravention of any provision of any Slum Rehabilitation Scheme or any condition specified in the approval or has not been developed within the time, as specified under such conditions of approval, he may, by order, determine to develop the land declared as Slum Rehabilitation Area by entrusting it to any agency or the other developer recognized by him for the purpose.

(3) The agency or the other developer so appointed shall within a period of forty-five days of the order of the Chief Executive Officer, be required to deposit an amount of compensation payable to the outgoing landowners or occupants or developers, as the case may be, for expenditure incurred by them on payment made to any public authority, local bodies for receiving approvals for the Slum Rehabilitation Scheme and construction of rehabilitation tenements as determined by the Chief Executive Officer:

Provided that, such compensation shall not be payable by the agency appointed by the Chief Executive Officer, for any expenditure incurred towards construction to meet conditional obligations made to any third party by the landowners or occupants or previous developers, as the case may be. The Chief Executive Officer before passing such order shall obtain report from approved valuer independently appointed on his behalf and by the concerned parties to the proceeding before the Chief Executive Officer:

Provided further that, before passing such order by the Chief Executive Officer, the concerned landowner or occupant or developer, as the case may be, shall be given a reasonable opportunity of being heard and time which shall not be more than thirty days of showing cause why the order should not be passed:

Provided also that, an appeal, if any, against the order of the Chief Executive Officer shall be filed before the Grievance Redressal Committee and order of the Grievance Redressal Committee shall be final and binding on all the parties."]

(emphasis added)

83. Thus, in the present facts, on one hand, it is the federation of societies which claimed before the Division Bench in the review proceedings, that it had accepted the appointment of the petitioner-Ruparel Buildcon as the developer of the project and on the other hand, there were some slum-dwellers/their societies, which had taken a contrary position in the review proceedings, contending that the members of the societies had not consented to the appointment of the petitioner-Ruparel Buildcon and, therefore, the

petitioner-Ruparel Buildcon should be removed. The obvious consequence being a new developer can be appointed. Thus, considering such assertion on the part of the societies, which is opposed and/or is contrary to the agreement as entered between the parties to the consent terms, as also being a challenge, the steps taken by the SRA, in our opinion, in the fact and circumstances, it is purely for the SRA to consider the situation, of any change of developer being sought in any appropriate application which may be filed by any of the aggrieved slum dwellers, as Section 13(2) of the Slums Act (supra) would contemplate, so as to change the developer (petitioner-Ruparel Buildcon). As rightly contended by Mr. Ravi Kadam and Mr. Vineet Naik, and also supported by Mr. Sanjeev Gorwadkar, Mr. Shridhar Chitale, learned Senior Counsel, the Division Bench, while passing order on the review petition, clearly kept the merits of the matter open to be agitated in the writ petition (present proceedings). It is in these circumstances, the Division Bench set aside the order dated 01 March 2021 passed by the Division Bench which accepted the consent terms and disposed of the petitions, in terms thereof.

84. Thus, insofar as the present proceedings are concerned, the endeavour of the Court is to approach the matter, in a manner the law would contemplate, considering the primary assertion on the part of the slum-dwellers, opposing the appointment of the petitioner-Ruparel Buildcon, as also opposing the Federation which had entered into the consent terms, that their consent was not obtained, in the manner recognized by law in appointing petitioner-Ruparel Buildcon, as also the consent given on their behalf by the Federation, should not be accepted.

85. In our opinion, the issue as to whether the Federation was correct in entering into

the consent terms and/or whether, at the relevant time, during the Covid-19 Pandemic period, such consent was appropriately obtained from the point of view of the requirements of law, would be a matter which the aggrieved persons/societies would be required to agitate before the Chief Executive Officer, SRA or before any other forum like the Apex Grievance Redressal Committee (AGRC). This more particularly considering the fact that, insofar as the petitioner-Ruparel Buildcon is concerned, things have not stopped at its mere appointment. The position has undergone a comprehensive change, with the petitioner-Ruparel Buildcon having taken substantial steps, including submitting plans, obtaining the LOI and IOA, making substantial payments to Adani Electricity, making payments to other developers under the consent terms, and making payments towards permanent transit camps, etc.

86. Such huge/substantial amounts paid by the petitioner cannot be overlooked or side-tracked so lightly, for more than one reason; **firstly**, the intention of the petitioner-Ruparel Buildcon to enter the scheme under a consensual arrangement entered into with the Federation and the erstwhile developer is undisputed; **secondly**, the petitioner-Ruparel Buildcon having expended substantial sums and accordingly has changed its position; **thirdly**, the petitioner-Ruparel Buildcon appointed an Architect, who submitted its proposal for redevelopment and upon satisfying the SRA on its credentials, received the LOI dated 06 August 2021, IOA 13 August 2021 and revised LOI dated 18 November 2025; and **lastly**, the intention of the petitioner-Ruparel Buildcon to proceed with the slum scheme is further demonstrated by its subsequent step of applying to the SRA for allotment of permanent transit camps, which allotment was also recently granted by the SRA.

87. All such steps or efforts of the petitioner-Ruparel Buildcon, as supported by the Federation, are being challenged not by any authority, but by the slum-dwellers, who are persons having limited rights, as protected encroachers on Government land, and who are asserting their contentions as if they are the owners of the land. When it amounts to appointing developers in the manner it has taken place in the present proceedings, it cannot be assailed or sought to be displaced at the hands of some slum dwellers and at the mood of their passing moment. There needs to be something grossly illegal to oust a developer who was chosen and appointed by the Federation that too in court proceedings. Further petitioner as developer has changed its position by expending huge amounts. It is therefore the contention as urged on behalf of petitioner-Ruparel Buildcon and as supported by Mr. Sanjeev Gorwadkar, Mr. Shridhar Chitale, learned senior counsel, that a handful of slum-dwellers would not have the right to straightway raise contentions in the proceedings of the writ petition, without taking any prior appropriate measures of either approaching the SRA or instituting proceedings to challenge the consent terms. This inasmuch as, although the consent terms had the imprimatur of the Court when the Division Bench accepted the consent terms vide its order dated 01 March 2021, the fact remains that the terms and conditions in the consent terms, stare at the parties who are signatories to the consent terms as a valid agreement, unless the same is declared to be illegal and not binding in a manner known to law. Thus, the position as it stands on record is that the consent terms are not disputed and/or are otherwise accepted by the federation of which these Societies of slum dwellers are the members.

88. In the context of such assertions, which are made by certain societies, we may observe that the slum-dwellers on Government land, although would be entitled to form a

society, as recognized by the provisions of Regulation 33(10) of the DCPR, and take further appropriate steps for appointment of the developer, in the present facts, it has happened that, by their own volition, they had formed a Federation and the Federation had taken further appropriate steps for the appointment of the developer. Disputes have arisen *inter se* between the slum dwellers and their Federation, which question the petitioner's appointment as the developer in the consent terms.

89. Thus, now certain societies/slum dwellers having intended to take a different position opposing petitioner, has created an uncertainty as brought to the slum scheme, which otherwise could have been implemented, in the manner as envisaged by the Federation, in appointing the petitioner and in the manner as agreed in the consent terms.

90. When we consider such rights of the slum-dwellers/ encroachers on the Government land to appoint a developer, as observed in several decisions of this Court, that their rights cannot be raised to a higher pedestal, by part of the slum dwellers coming together and seeking to control the scheme. The right of the slum-dwellers/encroachers is merely that of rehabilitation and to receive permanent alternate accommodation. In such context, a co-ordinate Bench of this Court, of which one of us (Dr. Neela Gokhale, J.) was a member, in **Moinuddin Peshamiya Shaikh Vs. Slum Rehabilitation Authority**<sup>6</sup> made the following observations:-

“21. In High Court on its own motion (in the matter of) Jilani Building at Bhiwandi v. Bhiwandi Nizampur Municipal Corporation, the same Division Bench said:

7. .... We may observe that the municipal authorities cannot be pawns at the hands of land mafia, elected representatives and their own Corporators who appear to be totally disinterested in taking action against growing slums which is apparent, considering the large number of slums in the city. In fact, there is a clear impression that their action has encouraged slums and encroachments on public

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<sup>6</sup> Writ Petition (L) No. 7714 of 2023 and companion petitions decided on 19<sup>th</sup> and 20<sup>th</sup> June, 2023

lands, obviously such inaction is for extraneous reasons. As far as the civic administration is concerned, in our opinion, primacy has to be given to the strictest implementation of the municipal laws, so as to prevent unauthorized and illegal constructions, prevent land grabbing by slum mafia, protecting government land and land belonging to statutory bodies. Also there is a need to do away with such policies which confer a premium illegality in favour of the encroachers, by granting them a windfall of State largesse, namely, a gift of valuable government land in the form of tenements on Government lands wherever situated. This is nothing but legalizing encroachments on prime public lands, in a manner nullifying the "public trust doctrine" and catering to private gains in the teeth of the well established Constitutional requirements while dealing with State largesse. By such mechanism, valuable public lands are gone forever. Given the financial burden on the public exchequer it is impossible for the government to acquire such prime land for any public requirement except at an unimaginable burden on the public exchequer. If such land acquisition cannot be achieved, in that case, is it not the duty of the State to save these lands from being thrown to the encroachers and private gains? Is it necessary that the encroachers are rehabilitated on the same land, when others who want to purchase a small dwelling unit are required to go miles away from such prime places, where encroachments on public land happen with impunity? There cannot be such an imbalance in the societal position in which the citizens are placed when Article 14 of the Constitution stares at the State. Merely because the slums turn into potential 'vote banks' such policy of rehabilitation on hypothetical cut off dates is being implemented under the garb of slum rehabilitation. This, in our opinion, is a mockery of the public trust doctrine. We were constrained to make these observations, as not only these larger issues stare at us in plethora of litigations reaching the Courts, but also for the reason that the building collapse with which we are concerned has taken place in a purported rehabilitation and/or a slum area.

....

23. And we go further. We take it as firmly settled that the right to shelter is part of the right to life. But there is no fundamental right to trespass. There is no fundamental right to squat. There is no fundamental right under the Constitution to rehabilitation at the very site of trespass or squatting. Both decisions cited commend the need for the statute the Slum Act - to revisit this, and point out that it has no basis at all under the Constitution. Rather, it is against fundamental Constitutional precepts. Equally importantly, while the State may have an obligation to provide shelter, it has no Constitutional obligation to provide a marketable asset to anyone; and most emphatically not to someone whose initial entry on the land is illegal and unlawful. And yet this is precisely what the existing slum rehabilitation policy contemplates and promises. We are forced to ask, what is this if not the distribution of state largesse? One that comes at a very real public cost? Public lands for common public good are rendered unavailable. Every slum dweller is now confident in the assurance that the State will give him not just shelter but a high value marketable peace of real estate entirely free of cost."

91. In the context of rights of the owners of the private land which stand encroached by slum dwellers and the peremptory right of the owners to develop the land, rather than the

right of the slum dwellers to appoint the developer (as in the present case), in **Bishop John Rodrigues versus State of Maharashtra & Ors.**(supra), the Division Bench of this Court observed thus:-

“ 118. If this be the position, then certainly, the slum dwellers merely by forming a society cannot assert that their rights are higher than the rights of the owners of the land and as successive Division Benches of this Court has held that the rights of the slum dwellers cannot be elevated (as if they are the owners of the property), so as to control the rights of the owners of the land under the garb of rehabilitation and through the resources of a developer, foist/dictate compulsory acquisition of land against the owner. The acquisition of the land for rehabilitation of slum dwellers can also never be on a pedestal and/or of a status of an acquisition of the land for public purposes in relation to public project to be undertaken by the State in exercise of its powers of eminent domain. This for two reasons firstly, it is a private group of persons (slum developers) who would be the beneficiary of such land acquisition and the second beneficiary would be the developer who would reap bonanza of a huge Floor Space Index (FSI) in undertaking construction of commercial/saleable premises. Thus, the only beneficiaries of such acquisition of private persons, the Government would spend a meager amount of compensation to be paid as per Section 17 of the Slum Act. Despite this clear position, quite unfortunately, the experience in relation to acquisition under the Slum Act is quite different. It is completely misunderstood, misapplied, misinterpreted or abused by the authorities; this considering the proliferation of litigation in this regard, concerning private lands as encroached, and what is happening to public lands is a mystery which can never be resolved.”

92. We may also refer to the observations as made by the Court in **New Janta SRA CHS Ltd. vs. State of Maharashtra & Ors.** (supra), wherein, while considering the plight of such slum rehabilitation scheme, which was entangled in litigation, the Court observed as under:

251. It is often seen that slum dwellers on public land in the city of Mumbai are left completely misguided, uncontrolled and directionless in the absence of the public bodies or the Government extending their helping hand to do anything for them. In fact the entire decision to deal with this land was graciously left by the Government at the discretion of the slum dwellers who in turn are left playing at the hands of extraneous elements, when it came to redevelopment of the slums. The Government negligently does not play any role to safeguard such prime land and encroachments being consciously overlooked by the otherwise strong Government machinery, these lands become notified and protected slums. Still the Government turns a blind eye to take steps to alleviate the slums and resettle the slum dwellers, so that they can be accommodated to live in human conditions. In fact such neglect and apathy on the part of the authorities has brought about this precarious situation of the city

facing large slums. Thus, eminently there is an urgent requirement of a robust institutional framework and effective steps to be taken so that the objective of proper urban planning leading to social and economic development can be achieved. It is for this reason this Court in *Galaxy Enterprises v. State Maharashtra*,<sup>7</sup> has made the following observations:

“3. There is a wealth of decisions of the Supreme Court and this Court emphasizing on the expeditious and effective rehabilitation of slum dwellers, who live in inhuman conditions, so as to achieve in letter and spirit, the object and intention of a fairly old State legislation namely the “Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971”. Nonetheless, considering the volumes of disputes still reaching the Courts, it can certainly be said that time is ripe, if not too late, to ponder, whether things are realistically working in the right direction, to eradicate slums and rehabilitate the slum dwellers, with the desired efficacy and expedition. This not only at the hands of the authorities but also at the hands of the other stake holders. The vital issue which has often led to controversy and disputes, is on the rules permitting, the selection and appointment of developers to undertake a Slum Rehabilitation Scheme, being conferred on the slum dwellers, who are hardly expected to know the nitty-gritty of the slum redevelopment schemes. It is seen that the so called leaders of the slum dwellers who are themselves in need to be rehabilitated, are often lured by developers and their agents, and once a developer is appointed, what normally prevails is a constant fear of incertitude and skepticism amongst the slum dwellers, leading to disputes on variety of issues affecting their final rehabilitation. Such issues not only frustrate the very object of a speedy slum redevelopment but completely derail the slum schemes. It can be seen that scores of slum schemes have remained incomplete for years together and are languishing on such issues, either in litigation before Courts and/or before the authorities. These schemes need not face such ordeal, including of an unending litigation. To change the developer is no answer as even this process involves dispute resolution and ultimately lengthy litigation from one forum to another.

“Can the Slum Rehabilitation Authority not have a robust panel of bonafide developers who have genuine business interest to redevelop slums, of course with commercial benefits as conferred under the rules, and who can be appointed by an open and fair scheme of selection and allotment of slum projects and who would be accountable to the Authority?”

It is high time that learning from the past experiences, the burden on the ill equipped slum dwellers to be responsible to appoint developers and pursue the redevelopment scheme is removed and to do away the ordeal of the slum dwellers to go on knocking the doors of different authorities for years together when the developers fail to perform. The redevelopment to be undertaken professionally and in a time bound manner is the need of the day, even to fulfill the ideals which the Government intends to achieve. What is necessary is the initiative of a redevelopment, by genuine, honest and trustworthy developers appointed through the Slum Authority or any other Special Body created for the said purpose and not to leave it to the slum dwellers to re-develop the slums. This for the reason that the slum dwellers are supposed to be merely interested in their rehabilitation and can have no other interest. All these efforts are necessary, as a step forward to achieve an object of having an ideal city free of slums. It cannot be countenanced that the slums be redeveloped only when the

slum dwellers feel the need of a redevelopment and the Government Authorities cannot initiate redevelopment and cannot initiate a suo motu action in that behalf. It is hence, for the Government and the Slum Authority to give its anxious consideration to these issues and in its wisdom to device a substantial, nay a foolproof mechanism by undertaking a study and identify these grey areas, so that the helping hand as extended by the legislature in providing this beneficial law as far back in 1971 that is almost 50 years back is held strongly and firmly by all concerned. It is never too late.”

288. In my opinion, what would weigh with the Court is the larger public benefit. The facts and circumstances would indicate that such fragmenting of the scheme would result in an irreparable injury not only to the slum dwellers but also to respondent no. 5 who has already invested substantial time, energy and money and who is to now to commence construction of the rehabilitation buildings. During the pendency of the proceedings before AGRC, about 644 structures of the slum-dwellers are already demolished which includes 205 structures in the petitioner society. Respondent no. 5 has also parted large amounts which include payment of the interim rent to the slum dwellers for temporary alternate accommodation.”

(emphasis supplied)

93. The upshot of the aforesaid proceedings would lead us to conclude that, in the event any of the slum-dwellers/societies intend to seek removal of the petitioner as the developer, they would be required to resort to appropriate proceedings for change of the developer and/or to take such other steps as may be permissible in law, including seeking a declaration that the agreement entered into between the parties, namely, the erstwhile developers, who have been partly paid by the petitioner, and the consent terms, which have been acted upon and are binding on the Federation, cannot operate in law and that, in the peculiar facts of the case, a new developer would be required to be appointed in substitution of the petitioner. We observe this for the reason that the slum-dwellers and/or their societies, as they stand in the present proceedings, have a limited right of rehabilitation, more particularly in the context of their interests having already been represented by the Federation, which had opposed the review proceedings.

94. We may also observe that in the nature of the facts as in the present case, the Slum

Societies have come together and formed a federation; once the federation had taken a decision to appoint the petitioner that too in the Court proceedings, it cannot be ruled out that the Societies would not indulge into the speculation or resort to actions to overcome, disturb, supersede, act against the decisions which are taken by the federation for reasons which one may not know. It is not for the Writ Court to determine as to whether some of the Societies, and more particularly those represented by Mr. Simil Purohit and Mr. Amogh Singh, at all had not consented in the federation taking a position before the Court and arriving at the agreement presented before the Court in the form of consent terms. Thus, to come to a conclusion that there was no consent of the Societies would be a matter which would be required to be ascertained before the appropriate forum and in the appropriate proceedings. Such incidents which occur are unfortunate and are not conducive to the overall interest, welfare and effective implementation of the slum scheme. It was for such reason that the Division Bench had passed an order dated 26 November 2025 calling upon the Societies to meet in a General Body Meeting and take a well considered decision. Be that as it may, some of the slum dwellers being guided that it would be easy to dissent in such manner have adopted the course of action which has resulted in the present litigation. However, the Court in the present proceedings in exercise of its writ jurisdiction would not be in a position to recognize whether it has a real dissent and/or such actions on the part of the Societies taking a position contrary to the decision of the federation are genuine, supported by valid and justifiable reasons.

95. It is well settled that a group of slum-dwellers or their societies, as in the present case, cannot assume a position to take the slum project to a ransom. This more

particularly when things have substantially progressed after the appointment of the developer, namely, the petitioner. It would not require elaboration that when the slum societies enter the arena of such litigation, it is certainly not the slum societies, but vested interests of rival developers who may be backed by certain other elements, who work from behind the scenes.

96. In the aforesaid circumstances, if the slum societies/slum dwellers are of the opinion that, nonetheless their consent in appointment of the petitioner matters and/or was not taken by the Federation, we are of the clear opinion that it would be open to any of the slum-dwellers/societies to approach the Chief Executive Officer, SRA under the provision of Section 13 or to take recourse to appropriate remedies to question the rights which the petitioner is exercising, in respect of the slum scheme in question on the basis of the agreement in the form of the consent terms. In the event any such proceedings the slum authority is required to take recourse to provisions of clause 1.15 of the DCPR 33(10), it may do so in a manner as known to law. In our opinion, considering the peculiar facts of the case, it would also be open to the Chief Executive Officer, SRA to consider that the land in question is entirely the Government land and if the petitioner is required to be removed and/or the consent terms are not accepted (albeit acted upon), the Chief Executive Officer, in the facts and circumstances needs to invoke the proviso below clause 1.15 of the Regulation 33(10), which for any further action to be taken ought not to wait for 51% of slum-dwellers consenting, and being the State Government land, the same shall be handed over for implementation of the slum rehabilitation project to the State Government, who shall appoint a developer, it may intend to appoint by following the procedure acceptable in law to deal with such state largesse.

97. In the light of the above discussion, we are not inclined to accept any of the contentions as urged by Mr. Simil Purohit with Mr. Amogh Singh that in the present proceedings rights of the petitioner ought not to be recognized as a developer of the slum scheme as such contentions would be a matter for consideration of the Chief Executive Officer of the SRA, in appropriate proceedings for change of developer or in any other collateral proceedings before the appropriate forums, which can delve on the issue whether an agreement as entered between the parties, in the form of the consent terms, subsists between the parties to the consent terms and issue a declaration on whether such consent terms are illegal or valid.

98. Insofar as the old writ petitions i.e. Writ Petition No. 2482 of 2012, Writ Petition No. 1716 of 2011 and Writ Petition No. 678 of 2012 are concerned, the prayers as made in the said petitions have been noted by us hereinabove, are for two fold reliefs; firstly, the order dated 20 July 2011 passed by the High Power Committee be quashed and set aside. In regard to such prayer, in our opinion, much water has been flown under the bridge as noted by us hereinabove, leading to filing consent terms and further actions as taken thereunder. Thus, there is no warrant in adjudicating the legality of the orders passed by the High Power Committee. The other prayers which are made in Writ Petition No. 1716 of 2011 pertain to a challenge to the constitution of the High Power Committee by virtue of the Government Resolution dated 15 November 2007. In view of the statutory amendments brought about to the Slum Rehabilitation Act, whereby an Apex Grievance Redressal Committee has been constituted (see Section 34A as incorporated by the Maharashtra Act No. 33 of 2023), the prayers in the said petition have been rendered infructuous and, therefore, warrant no further consideration.

99. We are accordingly inclined to dispose of the present proceedings in terms of the following order:-

**ORDER**

- (i) It would be open to the slum-dwellers/societies of slum-dwellers to approach the Chief Executive Officer, SRA or any other appropriate statutory forum as may be available in law, in the event they intend to assail the appointment of the petitioner-Ruparel Buildcon as the developer of the project.
- (ii) In the event of any such proceedings to be filed before the Chief Executive Officer, SRA or any other statutory forum, let the same be filed within a period of three weeks from today and the same be taken up and adjudicated within a period of six weeks from the date of filing of such complaint/proceeding.
- (iii) In passing any order on such proceedings, in the event it is being decided to remove the petitioner-Ruparel Buildcon, the Chief Executive Officer, SRA or the appropriate statutory forum shall take into consideration an adequate compensation which would be required to be paid to the petitioner-Ruparel Buildcon, in regard to the amount spent by it along with appropriate commercial rate of interest.
- (iv) In view of the aforesaid directions, the impugned communication dated 4 February, 2026 shall not be acted upon, as any action to be taken against the petitioner-Ruparel Buildcon shall be subject to the orders which may be passed by the Chief Executive Officer, SRA or any other appropriate forum, as the case may be.
- (v) In the event the Permanent Transit Camps are cancelled or the amount is refunded, the same be restored in view of the aforesaid directions.
- (vi) All contentions of the parties in that regard are expressly kept open.

(vii) In the event the Chief Executive Officer, SRA, is of the considered opinion that the petitioner-Ruparel Buildcon is required to be removed as the developer, the Chief Executive Officer, SRA, shall invoke the provisions of the proviso below Clause 1.15 of Regulation 33(10) of the DCPR and dispense with the requirement of 51% by conferring the redevelopment of the slums on such government land, to the State Government, for appointing an appropriate Architect and Developer to undertake the development of the slum on such large Government land, and strictly ensure that no developer is appointed by any of the societies/Federation.

(viii) For the reasons as set out in paragraph no.98 (supra), the adjudication of Writ Petition No.1716 of 2011, Writ Petition No.2482 of 2012 and Writ Petition No.678 of 2012 is not called for. They are accordingly disposed of.

(ix) Interim Applications would not survive, the same are accordingly disposed of.

(x) Writ Petition (L) No.7387 of 2026, Writ Petition No. 658 of 2026 and Writ Petition (L) No. 24849 of 2026 are disposed of in the aforesaid terms. No costs.

### **IX Concluding Paragraphs**

100. While parting, as a Constitutional Court, as noted above, we would be failing in our duty if we do not observe that it is high time, that insofar as the redevelopment of slums formed on Government/Public land is concerned, the situation as brought about in the present proceedings, namely, of *inter se* conflicts between the societies of slum dwellers and the developer, becomes a relic of the past. The State Government and/or public bodies, at the very threshold, are required to exhibit an absolute concern in respect of the

redevelopment of their own lands by implementing the slum scheme. It is for such reason that Clause 1.15 of Regulation 33(10) of the DCPR has made a specific exception that nothing contained therein shall apply to slum rehabilitation projects undertaken by the State Government or a public authority, which would dispense with the requirement of 51% or more of the eligible hutment-dwellers in proposing a slum rehabilitation scheme and, in that context, the requirement of obtaining written agreements from the eligible hutment-dwellers. It may be observed, that experience has shown that the implementation of slum schemes and rehabilitation of slum-dwellers on Government land, stands grossly delayed on account of disputes *inter alia* concerning the requirement of 51% or more of the eligible hutment-dwellers and the appointment of developers by societies formed by the slum-dwellers. The present case is a classic case where the redevelopment of the slum has been delayed for almost 20 years.

101. Thus, considering the nature of the horse-trading which takes place in slum rehabilitation schemes, and more particularly in respect of slums situated on Government land, we are of the clear opinion that, henceforth, as a matter of policy, the Chief Executive Officer, SRA, needs to invoke the proviso below Clause 1.15 of the Regulation 33(10) of the DCPR, so as to avoid such conflicting claims of the slum-dwellers in the appointment of the developer. Thus, the entire responsibility and accountability of redevelopment of the slums situated on Government land in a manner the State Government/public body may deem appropriate *in situ* or otherwise should be entrusted to the State Government, in terms of the proviso below Clause 1.15 of the said Regulation. In taking any such steps the State Government/Public body needs to

consider whether the public lands need to be utilized only for slum redevelopment or the same needs to be used for any other public purpose so that the redevelopment of slum land can be dispensed with and the slum dwellers if eligible can be accommodated/ rehabilitated elsewhere.

102. We are accordingly inclined to direct that, henceforth, as the law may mandate, the State Government or the public bodies shall take over the redevelopment of slum schemes on their lands, as may be permissible in law, so that the slum-dwellers do not adversely suffer, being entangled in litigation with developers. This would also ensure that the redevelopment of slums on Government land, to the extent permissible in law, remains within the obligation and control of the State Government, or the public bodies, failing this, a chaotic situation which is usually brought about in respect of redevelopment of slums on government/ public lands, as noticed in the present proceedings, and the scores of litigations coming before the Court, can never stop. Let these observations be brought to the notice of the Secretary, Urban Development Department, as also the Municipal Commissioner, MCGM, and all the respective Municipal Corporations in the Mumbai Metropolitan Region and the Pune Municipal Corporation, Nagpur Municipal Corporation and Aurangabad Municipal Corporation.

103. We accordingly conclude the present proceedings.

(DR. NEELA GOKHALE, J.)

(G. S. KULKARNI, J.)