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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.211 OF 2023

ATUL
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KULKARNI

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Veer Tower Co-operative Housing Society Limited., A co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 having its registration No.MUM/W-RS?HSG?TC?15835/Year 2018 dated 10.12.2018 having its registered office at C.T.S. No.54-C, Dev Nagar, Shri Dev Nagar Derasar Marg, Off Saibaba Nagar Road, Kandivali (West), Mumbai – 400 067.

... Petitioner

V/s.

1. **District Deputy Registrar, Co-operative Societies, Mumbai City (4)**, registered under the Maharashtra Ownership Flat (Regulation of the promotion of construction, Sale, Management and Transfer Act, 1963 having its registered office at Bhandari Bank Building, 2nd Floor, P.L. Kale Guruji Marg, Dadar (West), Mumbai 400 028
2. **Messer Bhadra Enterprises**, A partnership firm duly registered under the Indian Partnership Act, 1932, having their last known office at 601, Laxmi Villa, 45, Tagore Road, Santacruz (West), Mumbai 400 054.
3. **Messers Vandana Properties**, A partnership firm duly registered under

the Indian Partnership Act, 1932 having
their last known office at B/602,
Prem Nagar No.6, M.C.F. Udyan Marg,
Borivali (West), Mumbai 400 092

4. **Shree Dev Shashan Jain Shwetambar
Murtipujak Trustm**, A religious Trust
duly registered with the Charity
Commissioner under the Bombay Public
Trust Act, 1950 having its Trust
Registration No.E-27057 (Mumbai)
having their address at F-149, Dev Nagar,
Near Pawar School, Saibaba Nagar,
Kandivali (West), Mumbai 400 067.
5. **M/s. Shree Sainath Constructions**,
near Pawar Public School, Off. Poisar
Gymkhana Road, Kandivali (West),
Mumbai – 400 067.
6. **Chairman / Secretary**,
Dev Nagar A Wing CHS Ltd.
7. **Chairman / Secretary**,
Dev Nagar B Wing CHS Ltd.
8. **Chairman / Secretary**,
Dev Nagar C Wing CHS Ltd.
9. **Chairman / Secretary**,
Dev Nagar D Wing CHS Ltd.
10. **Chairman / Secretary**,
Dev Nagar E Wing CHS Ltd.
Respondent Nos.6 to 10 having address
at CTS No.54/C, Village Kandivali,
Dev Nagar, Shri Dev Nagar Derasar Marg,
Off. Sai Baba Nagar Road,
Kandivali (West), Mumbai 400 067

... Respondents

Mr. Mayur Khandeparkar with Mr. Aadil Parsurampur, Ms. Pragya, Mr. Laxminarayan Shukla, Mr. Mehur Rathod and Mr. Ameya Khot i/by M/s. Legal Vision for the petitioner.

Ms. Sulbha Chipade, AGP for respondent No.1-State.

Mr. Yogesh C. Naidu with Mr. Eden Ribeiro and Mr. Talha Siddiqui for respondent No.2.

Mr. Akash Rebello i/by Mr. Eden DH Ribeiro for respondent No.3.

Mr. Anoushok Daver i/by Mr. Talha Siddiqui for respondent No.4.

Mr. Ashwin Shete with Mr. Abhay Dhadiwal and Mr. Rishi Patodia i/by Jayakar & Partners for respondent Nos.6 to 8.

Mr. Anukul Seth for respondent Nos.9 and 10.

CORAM : AMIT BORKAR, J.

DATED : FEBRUARY 18, 2025

JUDGMENT:

1. In the instant writ petition filed under Article 226 of the Constitution of India, the petitioner challenges the impugned Judgment and Order passed by respondent No. 1, which dismissed the petitioner's application for the conferment of deemed conveyance under Section 11 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management, and Transfer) Act, 1963 (hereinafter, the "MOFA Act"). The petitioner principally relies on three grounds for its challenge: firstly, that the developer has not yet availed the full Floor Space Index (FSI) available for the development; secondly, that, as per the terms of the agreement governing the transaction, the right to

conveyance is conditioned upon the complete redevelopment of all constituent societies; and thirdly, that the Architect's certificate tendered in support of the proposal is erroneous. These contentions, if sustained, would undermine the validity of the impugned decision and the consequent rejection of the petitioner's plea for deemed conveyance.

2. The petitioner, having instituted the proceedings, submitted a proposal on 8th March 2022 before respondent No. 1, seeking the issuance of deemed conveyance in accordance with Section 11 of the MOFA Act. It was contended that, pursuant to the sanctioned plan, the petitioner-society possesses a built-up area aggregating to 9,140.83 square meters—computed as 8,923.86 square meters plus an additional 216.97 square meters—within a total built-up area of 17,676.95 square meters. Accordingly, the petitioner-society purportedly holds a 51.71% share in the larger plot, a quantum certified by a registered Architect. In light of this entitlement, the petitioner prayed for the issuance of a certificate of entitlement for unilateral conveyance of land admeasuring 4,199.93 square meters out of a larger plot of 8,122.01 square meters, situated in the land bearing CTS No.54/C, Village Kandivali, Dev Nagar, Mumbai. In addition, the petitioner sought an undivided share in the common recreation ground—specifically, 741.16 square meters out of an overall area of 1,433.29 square meters—as well as an FSI benefit for the setback area, quantified as 2,011.51 square meters out of 3,889.94 square meters, inclusive of the existing building. These precise calculations and measurements were tendered to substantiate the petitioner's claim

and to delineate the exact quantum of its entitlement under the redevelopment scheme.

3. In response, respondent Nos.2 and 3 vehemently opposed the application on multiple grounds. They averred that, by virtue of the agreement to sale entered into by the members of the petitioner-society, it was unequivocally stipulated that the conveyance of the disputed land was to be effected in favor of a federation comprising both the extant societies and those to be subsequently constituted. Furthermore, the respondents contended that the petitioner-society had agreed that the amalgamation of adjoining plots and the execution of the redevelopment project for the Dev Nagar Buildings—undertaken by respondent Nos.2 and 3—were preconditions precedent to any conveyance. In addition, the respondents pointed out that the members of the petitioner-society were duly informed of rights conferred upon a Trust by virtue of a Gift Deed dated 29th December 2014, which allowed the utilization of an available FSI of 1,228.61 square meters for the purpose of converting the premises into a meditation area and/or constructing additional floors (specifically, the 29th and 30th floors above the A-wing and/or the 5th to 7th floors above the B-wing). It was further submitted that the petitioner had not taken any affirmative steps towards joining or forming the requisite federation of societies, notwithstanding the existence of five such societies. Consequently, the respondents stated that the grant of deemed conveyance cannot be unilaterally effected in favor of the petitioner-society alone. They also contended that, at the relevant time, the enactment of the Maharashtra Housing (Regulation and

Development) Act, 2012—which repealed certain provisions of the MOFA Act—precluded the petitioner from asserting a claim for deemed conveyance under the earlier statutory framework.

4. Respondent No.5 contends that the application submitted by the petitioner is vitiated by a lack of proper authority. It is averred that the application was presented by an individual who did not possess the requisite power or authority to act on behalf of the petitioner-society. In this regard, respondent No. 5 submits that the absence of an adequate mandate or power of attorney renders the petitioner's representation defective, thereby challenging both the procedural propriety and the admissibility of the application.

5. Further, respondent Nos.6 and 9 dispute the merits of the petitioner's application on several substantive grounds. They argue that respondent Nos.2 and 3 have executed construction in a phase-wise manner, with the construction of Building Nos. 1 and 2 remaining incomplete, which, in turn, indicates that a balance of Floor Space Index (FSI) remains available under the approved layout scheme. Moreover, these respondents assert that the Architect's certificate tendered by the petitioner lacks authenticity and genuineness, as it deviates from the plan approved by the Municipal Corporation of Greater Mumbai (MCGM). Consequently, it is contended that the petitioner-society is not entitled to the purported 51% share as advanced by the said certificate. In further support of their contentions, respondent Nos.6 and 9 maintain that the petitioner-society was constructed solely on the basis of Transferable Development Rights (TDR), whereas constructions undertaken by respondent Nos.6 to 10 were executed utilizing the

full benefit of FSI. As a result, they assert that the petitioner's claim for a 51.71% share is untenable, and at best, the petitioner may be entitled only to conveyance corresponding to a plinth area of 280.11 square meters and an appurtenant area of 183.22 square meters—aggregating to 463.32 square meters—as prescribed by the Government Resolution dated 22nd June 2018.

6. The Competent Authority, having duly afforded an opportunity for hearing to all parties concerned, ultimately rejected the petitioner's application. In reaching its conclusion, the Authority held that the full potential of the plot must be utilized by respondent No.3, and that the Trust is obligated to avail itself of the fungible FSI, which was gifted for the purpose of constructing the 29th and 30th floors above the A-wing and the 5th to 7th floors above the B-wing. Additionally, the Authority found that the certificate relied upon by the petitioner is fundamentally flawed, as it is not in conformity with the Government Resolution dated 22nd June 2018 and fails to properly account for the entitlement of fungible FSI amounting to 1,228.21 square meters in favor of the Trust. On the basis of these determinations, the Competent Authority held that the petitioner is not entitled to the relief sought, thereby prompting the filing of the present writ petition.

7. Mr. Khandeparkar, learned Advocate for the petitioner, submitted that the Architect's certificate tendered before the Authority accurately reflects the respective entitlements of the parties, taking into account the built-up area of the temple, while the remaining entitlement falls within the ambit of civil disputes which are more appropriately resolved by the civil court. He

further averred that the agreement of sale executed under Section 4 in the year 2014 clearly embodies the mutual understanding of the parties, and that those raising objections cannot be expected to wait for a period exceeding ten years for the formation of the requisite federation, particularly when the redevelopment project remains incomplete. In light of the absence of a reasonable period to complete the redevelopment, Mr. Khandeparkar submitted that it is incumbent upon the Competent Authority to discharge its statutory duty by issuing a deemed conveyance in favor of the petitioner-society.

8. In contrast, Mr. Naidu, learned Advocate for respondent No.2, submitted that the statutory right to seek deemed conveyance is vested exclusively in a federation of societies and not in any individual society, and that such a right arises only upon the completion of the lay-out plan. He further contended that the gift deed executed in favor of the Trust was effected prior to the execution of the agreement with the members of the petitioner-society, thereby ensuring that the members were fully apprised of their rights at the time of the agreement's formation. Moreover, Mr. Naidu argued that the delay in the completion of the redevelopment project is attributable to various proceedings initiated by the petitioner, including arbitration and an ongoing civil suit. Given that the civil suit remains pending before the appropriate court, he submitted that no relief can be accorded in the present proceedings. Additionally, Mr. Naidu emphasized that the petitioner has conceded the rights of the Trust and, accordingly, cannot now seek to divest the Trust of its entitlements.

He further maintained that the repeal of the MOFA Act, with the subsequent promulgation of the MHRDA Act, unequivocally precludes the petitioner from claiming any relief under the MOFA Act, and he directed attention to specific clauses in the agreement which unambiguously provided that the petitioner's right to seek deemed conveyance would only materialize upon the formation of a federation of societies.

9. Mr. Rebello and Mr. Davar, learned Advocates for respondent Nos.3 and 4 respectively, reiterated and reinforced the submissions advanced by Mr. Naidu. They contended that granting relief to the petitioner in accordance with the Architect's certificate would result in the allocation of an area exceeding what was contractually agreed upon in the agreement of sale executed under Section 4 of the MOFA Act. They further submitted that the petitioner's entitlement to seek deemed conveyance is inherently derived from the specific terms of the agreement, which do not entitle an individual petitioner-society to unilaterally claim such conveyance. Moreover, they pointed out that the area claimed by the petitioner fails to account for the fungible FSI allocated to the Trust—a fact that the petitioner has herself acknowledged. Consequently, they submitted that the Competent Authority was correct in its decision to reject the petitioner's application for deemed conveyance.

10. The respondents further submitted that, in view of the pendency of the civil suit, the petitioner is precluded from obtaining any relief in the present writ petition. However, upon perusal of the plaint on record, it is evident that the petitioner has

sought a larger relief in the civil suit, particularly in relation to the new sanctioned plan of 2022, which, as contended, has adversely affected their civil rights. In light of the reliefs claimed in the civil suit, it is submitted that the statutory remedy to seek deemed conveyance remains available and has not been extinguished. Accordingly, the contention that the pendency of the civil suit bars relief in the instant proceedings cannot be accepted.

11. The rival contentions advanced by the parties warrant thorough consideration in light of the comprehensive record and relevant statutory framework.

12. The respondents, in their defense, contend that under the terms of the agreement executed under Section 4 of the Maharashtra Ownership Flats Act, 1963 (MOFA), the right to seek conveyance vests exclusively with a federation comprising all societies situated on the larger plot. They further argue that the statutory entitlement to deemed conveyance under Section 11 of MOFA would crystallize only upon the completion of the redevelopment of the two remaining buildings. However, the factual matrix reveals that the agreement with the members of the petitioner-society was concluded in 2014, and as of 2025—a span of over a decade—the society has been deprived of its lawful conveyance. Crucially, the Municipal Corporation has not sanctioned the plans for the proposed redevelopment, rendering the commencement of construction contingent upon indeterminate procedural formalities. This indefinite postponement of the redevelopment process, coupled with the absence of a definitive timeline, underscores the speculative nature of the respondents’

reliance on future events to deny the petitioner's statutory rights.

13. The inordinate delay of ten years in granting conveyance to the petitioner-society constitutes an unreasonable deprivation of its statutory and equitable entitlements. Section 11 of MOFA, read with the broader statutory intent, mandates that conveyance be executed within a reasonable time frame to secure the rights of flat purchasers. A decade-long hiatus, during which the developer has failed to even initiate the redevelopment process, cannot be countenanced as a "reasonable period" under the law. Developers cannot invoke contractual or procedural contingencies to indefinitely defer statutory obligations. The petitioner-society's right to seek conveyance, having been frustrated by the developer's inaction, must be enforced as a matter of statutory imperative and equitable justice.

14. The respondents' assertion that the federation's right to seek conveyance is contingent upon the completion of redevelopment is legally unsustainable. The MOFA Act does not contemplate relegating a society's statutory rights to the vagaries of an uncertain and uncommenced redevelopment process. To hold otherwise would render Section 11 otiose, permitting developers to indefinitely withhold conveyance under the guise of unfulfilled conditions. The statutory framework prioritizes the protection of purchasers' rights over speculative contractual stipulations. Indefinite delays in redevelopment cannot override the statutory mandate of Section 11. The petitioner's right to conveyance, having matured upon the execution of the agreement and payment of consideration, cannot be subordinated to the respondents'

unsubstantiated assurances of future compliance.

15. In light of the foregoing, the respondents' objection—that the petitioner-society must await the completion of redevelopment and the formation of a federation—is devoid of legal merit. The statutory scheme of MOFA, particularly Section 11, is designed to confer an immediate and enforceable right to conveyance upon societies, irrespective of peripheral contractual or developmental contingencies. Equitable principles further dictate that a party cannot benefit from its own delay or default to prejudice the rights of another. The petitioner-society, having fulfilled its obligations under the agreement, is entitled to deemed conveyance as a matter of statutory right. The indefinite stagnation of the redevelopment project, attributable solely to the respondents' inaction, cannot justify further deprivation.

16. Upon perusal of the record, including the sanctioned plan, it is manifest that the larger plot under consideration—bearing CTS No. 54/C—comprises an aggregate area of 9,555.30 square meters. In accordance with the sanctioned plan, an area amounting to 15% of the total plot, that is, 1,433.29 square meters, has been deducted for the Recreation Ground (RG), thereby leaving a balance of 8,122.01 square meters available for development. The layout of the larger plot is broadly divided into three distinct components. The first component encompasses the constructed buildings identified as Dev Nagar A, B, C, D, and E wings, which collectively consume a built-up area or FSI of 8,257.17 square meters. The second component is occupied by the Jain Temple, managed by the Shree Dev Shashan Jain Shwetambar

Murtipujak Trust, which has utilized an FSI of 278.99 square meters and is in possession of a plot measuring 950 square meters. The third component is allocated to the petitioner-society, which comprises Wing-A, a 28-storeyed building, and Wing-B, a 5-storeyed building with a dedicated ground floor and first floor parking area exclusively earmarked for Jain Temple devotees, thereby utilizing an FSI of 9,140.83 square meters. Furthermore, it is recorded that the promoters have conferred, by way of perpetual lease, Part B of the building—admeasuring 950 square meters—to the Trust, a portion that includes a constructed structure with an FSI of 278.99 square meters. Notably, the agreement expressly contains a clause assigning an FSI of 1,228.81 square meters exclusively for the conversion of the Jain Temple's parking space (located on the ground floor and first floor of the B-wing of the petitioner-society) into a meditation center.

17. It is contended by the petitioner that its area entitlement amounts to 51.71% of the total built-up area of 9,140.83 square meters attributable to the larger plot. In contrast, the record clearly demonstrates that the Dev Nagar societies possess a combined built-up area of 8,257.13 square meters, thereby constituting a share of 46.71%, while the built-up area of the Jain Temple is recorded at 278.99 square meters, representing a share of 1.58%. These proportional shares are pivotal in ascertaining the apportionment of rights and entitlements among the various stakeholders as delineated in the underlying agreement and applicable statutory provisions.

18. The petitioner-society has in rejoinder before competent authority that it has no objection to the utilization of their fungible FSI, amounting to 1288.81 square meters, by the Trust for the establishment of the meditation center. This concession is expressly conditional upon the assurance that such utilization does not result in any diminution, impairment, or dilution of the pre-existing rights of the members of the petitioner-society.

19. The respondents contend that if the petitioner is accorded deemed conveyance strictly on the basis of its built-up area, such a grant would exceed the statutory mandate conferred under Section 11 of the MOFA Act. However, in my considered opinion, in the absence of any counter certificate or evidentiary submission from the respondents that directly challenges the veracity or accuracy of the Architect's certificate tendered by the petitioner, the matter of civil rights and the respective entitlements of the parties ought to be determined by a civil court. Moreover, where a prima facie case is established, the Competent Authority, within the narrow confines of its statutory power, is duty-bound to effectuate deemed conveyance. This authority is limited solely to adjudicating the pre-existing obligation to convey rights as delineated in the Section 4 agreement, and to ascertaining whether the society is entitled to seek deemed conveyance and whether there has been a failure to claim the same.

20. At this juncture, it is pertinent to observe that the Division Bench of this Court, in *Shimmering Heights CHSL & Ors. v. State of Maharashtra* (Writ Petition No.3129 of 2016, decided on 6th April 2016), authoritatively held that the statutory mechanism for

deemed conveyance under Section 11 of the MOFA Act does not preclude a promoter from pursuing his claim before a civil court to assert rights over the disputed property. In essence, if the promoter asserts that the society's claim for conveyance exceeds its contractual or statutory entitlement, he retains an inalienable right to seek adjudication of issues pertaining to title, ownership, and proprietary interest in the civil forum.

21. Further, the Division Bench in *Zainul Abedin Yusufali Massawala & Ors. v. Competent Authority* (reported in (2016) SCC OnLine Bom. 6028) reaffirmed the limited scope of proceedings initiated under Section 11. The Court underscored that the role of the Competent Authority is confined to enforcing the obligation of deemed conveyance and is not vested with the jurisdiction to adjudicate disputes concerning title. Where a promoter contends that the society's claim extends beyond its contractual obligation—for instance, in asserting a claim over society property that exceeds the limits of the sanctioned plan—the appropriate remedy lies in instituting a civil suit, rather than launching a collateral challenge under Article 226 of the Constitution of India.

22. This judicial approach finds further endorsement in *P.R. Enterprises & Ors. v. the Competent Authority* (Writ Petition No. 11251 of 2016, decided on 27th November 2018), where a coordinate Bench dismissed the promoter's challenge to the deemed conveyance. The Court held that disputes concerning phase-wise development rights and the delineation of separate societies are matters that must be resolved in the civil forum. The Court emphasized that the Competent Authority's jurisdiction is

strictly confined to the parameters defined by the four corners of the sanctioned plan and the registered agreement. Accordingly, any grievance alleging that the society's claim exceeds its statutory or contractual mandate must be pursued through a civil suit, rather than through the statutory mechanism for deemed conveyance.

23. In a similar vein, in *Mehboob Ali Humza & Ors. v. District Sub-Registrar (3), Mumbai & Ors.* (Writ Petition No.3129 of 2016, decided on 24th June 2016), this Court encountered a challenge wherein the developer alleged that the Competent Authority, in granting deemed conveyance under the MOFA Act, had erroneously included a triangular portion of land that was not consistent with the consent terms mutually agreed upon with the society. The Court categorically rejected this contention, holding that disputes involving title, possession, or access to any specific portion of the land—such as the triangular parcel in issue—fall outside the statutory mandate conferred upon the Competent Authority under Section 11 of the MOFA Act.

24. As indicated above, the calculations submitted by the petitioner's architect appear to be fairly grounded in the legal entitlements of the parties, having duly taken into account the built-up area attributable to the Trust. In the absence of any contrary Architect's certificate or other equivalent evidence produced on behalf of the developer to refute or challenge these calculations, it follows that the Competent Authority was duty-bound, within the ambit of its statutory powers, to effectuate a conveyance in favor of the society on the basis of the certificate

tendered by the petitioner-society deducting Fungible FSI of 1228.81 sq. mtrs and lease of 950 sq. mtrs. This submission is further strengthened by the inherent presumption that, in the absence of disputing evidence, the figures advanced by the petitioner's architect accurately reflect the true and rightful entitlements under the governing agreement.

25. With respect to the respondents' contention that, in view of the promulgation of the MHRDA Act, the provisions of the MOFA Act have been rendered inoperative by implied repeal, this Court has already considered such arguments in *Dosti Corporation, Mumbai v. Sea Flama Cooperative Housing Society Limited & Ors.* (2016 (5) Mh.L.J. 102). In that decision, this Court held that an implied repeal of an earlier law may be inferred only when a subsequent statute is expressly empowered to override and is entirely inconsistent with the earlier law, such that both statutes cannot co-exist harmoniously. Accordingly, the right to obtain a conveyance deed remains a statutorily vested right conferred upon the society under the provisions of the MOFA Act, and such right cannot be reduced merely to a right to sue. Moreover, since no notification in respect of Section 56 has been issued by the State Government, it is untenable to assert that the entirety of the MOFA Act's provisions have been repealed. In light of the aforementioned judicial pronouncement, the contention raised by the respondents—that the petitioner is precluded from any relief on account of the alleged repeal of the MOFA Act—must be rejected.

26. The consistent judicial refrain, as articulated in *Shimmering Heights CHSL, Zainul Abedin Yusufali Massawala, and Mehboob*

Ali Humza (supra), is that writ proceedings under Article 226 of the Constitution of India are inherently ill-suited for resolving disputes involving competing claims to title, ownership, or development rights. The role of the Competent Authority, in the present context, is strictly limited to operationalizing its contractual duty to execute conveyance in accordance with the sanctioned plan and the terms of the registered agreement.

27. With respect to the respondents' grievance regarding the allocation of 1,228.81 square meters of fungible FSI, it is pertinent to record that the petitioner-society, before competent authority in rejoinder dated 16.05.2022, has expressly consented to the lease of 950 sq. mtrs. and utilization of 1228.81 square meters of FSI by the Trust for the establishment of a meditation center, provided that such use does not adversely affect the structural integrity of the buildings or dilute the pre-existing rights and the exclusivity of parking on the 2nd to 7th floors of the B-wing. Any further grievances by the respondents alleging an overreach in the petitioner's entitlement, which have not been substantiated by compelling evidence, should be duly addressed and adjudicated in a civil suit where the evidentiary requirements for such claims can be fully met.

28. In view of the foregoing considerations, the Court orders as follows:

(a) The impugned judgment and order dated 19th May 2022 passed by respondent No.1, rejecting Application No. 112 of 2022, are hereby quashed and set aside;

(b) The proceedings are remitted back to respondent No. 1 for the sole purpose of exercising its power under Section 11(4) of the MOFA Act to issue a certificate of conveyance in accordance with the Architect's certificate produced on behalf of the petitioner, dated 5th March 2022 and as per paragraph no. 27 of this judgment;

(c) Respondent No.1 shall issue the requisite certificate under Section 11(4) of the MOFA Act within four weeks from the date on which the parties next appear before the Competent Authority;

(d) The parties are directed to appear before the Competent Authority on 3rd March 2025 at 10:30 a.m. for further proceedings.

29. The writ petition stands disposed of in above terms. No costs.

30. At this stage, learned Advocate for the respondents prays for stay of the Judgment and Order. However, considering the observations made in paragraph 27 of this Judgment and Order, request made by the learned Advocate for the respondents for stay is rejected.

(AMIT BORKAR, J.)