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# IN THE HIGH COURT OF JUDICATURE AT BOMBAY

## ORDINARY ORIGINAL CIVIL JURISDICTION

## WRIT PETITION NO. 779 OF 2023

1. ALPHONSO D'SOUZA,
   Age: - 55 Occupation: - Unemployed
2. VANESSA D'SOUZA,
   Age: - 52 Occupation: - Unemployed
   Both Adults Indian Inhabitant residing at Flat No.23, Thomas Palace C.H.S.L., Jai Bhavani Mata Road, Amboli,
   Andheri (West), Mumbai 400 058

...PETITIONERS

~ versus ~

1. APEX GRIEVANCES REDRESSAL COMMITTEE,
   Slum Rehabilitation Authority, Administrative Building, 4th Floor Anant Kanekar Marg, Station Road Bandra (East), Mumbai 400 051.
2. CHIEF EXECUTIVE OFFICER,
   Slum Rehabilitation Authority, Administrative Building, Anant Kanekar Marg, Bandra (East), Mumbai 400 051.
3. M/S. MASS JAKS ASSOCIATE VENTURES,
   A partnership firm registered under the Provisions of Indian Partnership Act, 1932 having address at 7/49, Sahyog Co-operative Housing Society Ltd., Old Anand Nagar, MHB

Colony, Santacruz (East), Mumbai 400 055. ...RESPONDENTS

APPEARANCES

| | |
|---|---|
| FOR THE PETITIONERS | Adv. Nirmay Dave, *with Adv. Nandini Singh Modi, Adv. Mohit Advani, Adv. Aditya Khandeparkar, Adv. Mayuri Karekar, Adv. Gaurav Patole, i/b. Khandeparkar Law Office.* |
| FOR RESPONDENT NO.3 | Adv. Mayur Khandeparkar, *a/w Adv. Arun Panickar, Adv. Vinay Nair.* |
| FOR RESPONDENT NO.2-SRA | Adv. Anoop Patil. |
| FOR RESPONDENT NO.1-AGRC | Adv. Jagdish G. Aradwad (Reddy). |

CORAM : M. S. Sonak &
Kamal Khata, JJ.

RESERVED ON : 14th August 2024
PRONOUNCED ON : 20th August 2024

JUDGMENT (*Per M S Sonak J*):-

**1.** Heard learned counsel for the parties.

**2.** Rule. The rule is made returnable immediately at the request of and with the consent of learned counsel for the parties.

**3.** The Petitioners, by instituting the present Petition, have sought the following reliefs: -

> *a) This Hon'ble Court be pleased to issue a Writ of Certiorari or a writ, order and/or direction in the nature of Certiorari or any other writ, order and/or direction calling for the records and proceedings in respect of the Impugned Order dated 5th January, 2022 passed in Application No.141 of 2021 and after examining the validity, legality and propriety of the Impugned Order, be pleased to set aside and quash the same.*
>
> *b) This Hon'ble Court be pleased to direct the Respondent No. 2 to sanction plans which are in conformity to the consent terms dated 9th May, 2012 and the Development Agreement dated 27th November, 2020 and revoke sanction granted to any other previous plans which are contrary to the Consent terms dated 9th May, 2012 and the Development Agreement dated 27th November, 2020;*
>
> *c) Pending the hearing and final disposal of the present petition, this Hon'ble Court be pleased to stay the operation, effect and implementation of the Impugned Order dated 5th January, 2022.*
>
> *d) Pending the hearing and final disposal of the present petition, this Hon'ble Court be pleased to restrain the Respondent No. 3, its servants, agents putting up construction which is contrary to the entitlement of the Petitioner No. 1 as recorded in the Consent Terms dated 9th May, 2012 and the Development Agreement dated 27th November, 2020.*
>
> *e) Pending the hearing and final disposal of the present petition, this Hon'ble Court be pleased to restrain the Respondent No.2 and its officers from granting approval to any plan in respect of*

*redevelopment of the said plot which are contrary to the entitlement of the Petitioner No.1 as recorded in the Consent Terms dated 9th May, 2012 and the Development Agreement dated 27th November, 2020.*

*f) Pending the hearing and final disposal of the present petition, this Hon'ble Court be pleased to restrain the Respondent No.3, its servants, agents, assigns from creating third party rights in respect of the shop on the ground floor of the building that is to be constructed on the said plot for the Petitioner No.1 admeasuring 818 square feet with a 25-foot frontage facing the 16th Road, TPS-III, Bandra (West) which is shown on the approved plan.*

*g) Interim and Ad-interim reliefs in terms of prayer clause (d) to (g).*

*h) Cost of the Petition to be provided for.*

*i) Such other and further orders as may be necessary in the facts and circumstances of the case.*

**4.** After hearing the learned counsel for the parties, the co-ordinate Bench comprising Revati Mohite Dere and Madhav J. Jamdar, JJ. made the following interim order on 20th April 2022:-

*"1. Heard learned counsel for the petitioners and learned counsel for the respondent No.3.*

*2. By this petition, the petitioners have impugned the order dated 5th January 2022, passed by the Apex Grievance Redressal Committee ('AGRC'), in Application No.141 of 2021 along with other substantive reliefs.*

*3. Learned Counsel for the petitioners submits that the respondent No.3 – M/s. Mass Jaks Associate*

*Ventures had filed an application before the AGRC seeking the following substantive relief:-*

*"5. ….. …..*

> *a) This Committee be pleased to issue an Order or direction, against the Respondent No.1 and its sub-ordinate officers not to take cognizance of frivolous complaints made by the Respondent Nos. 2 & 3 in respect of their purported entitlement to two commercial premises each admeasuring 450 sq.ft in the new building to be constructed on the said Property in lieu of two stilt car parking space each admeasuring 22.02 sq.mtrs in the Old Building."*

*4. Learned Counsel for the petitioners submits that instead of rejecting the said application, having regard to the prayer sought for by the respondent No.3, the AGRC passed an order stating therein that the petitioners were not entitled to Two Commercial Premises each admeasuring 450 Sq ft, in the new building to be constructed on the said property 'in lieu of Two stilt Car parking space each admeasuring 22.02 Sq Meters in the old building'. Accordingly, the respondent No.1 - AGRC allowed the application filed by the respondent No.3. Learned Counsel submits that the said order is contrary to the order passed by this Court. Learned Counsel for the petitioners submits that Consent Terms were filed between the plaintiffs i.e. Shekhar Vandana Constructions Pvt. Ltd. and M/s. Urban Developer and the defendants i.e. Bandra Boon Co-operative Hsg. Soc. Ltd.; Raymond D'souza and Alphanso D'souza in Suit No.1994 of 2008. He submits that the said Consent Terms were taken on record in the said suit and accordingly the said suit was disposed of in terms of the Consent Terms, which were taken on record and marked 'X'. Learned Counsel relied on the order dated 9th May 2012 passed in Suit*

*No.1994 of 2008, which is on page 300 of the petition and the Consent Terms which are on page 301 to 319 of the petition, in particular para 16 of the said Consent Terms. The order dated 9th May 2012, passed in Suit No.1994 of 2008, as well as the relevant para 16 of the Consent Terms are reproduced hereinunder;*

***Order dated 9th May 2012, passed in Suit No.1994 of 2008, reads thus; .***

> *"1. The Learned Advocates appearing for the Parties have tendered Consent Terms dated 9th May 2012. They submit that the Consent Terms be taken on record and the Suit be disposed of in terms of the Consent Terms. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms are signed by the Plaintiff Nos.1, 2 and Defendant Nos.1 to 3 and the respective Advocates for the Plaintiffs and the Defendants. The undertakings recorded in the Consent Terms are accepted. The Suit is disposed of in terms of the Consent Terms marked 'X'.*
>
> *2. Refund of Court Fees, if any, as per rules."*

***Para 16 of the Consent Terms, reads thus;***

> *16 (a) The Plaintiff No. 2 agrees and undertakes to this Honorable Court that the Plaintiff No. 2 shall provide to defendant No. 2 shop No. 2 admeasuring 409 Sq. feet carpet area with not less than 13 feet height having not less than 15 feet frontage abutting and facing 16th Road, TPS III Bandra (W) and having maximum area of loft as per DCR*

*with a height of not less than 5.00 feet and connected by a stairway and the Plaintiff No.2 further agree & undertake to provide to Defendant No.3 shop no.1 admeasuring 409 sq. feet carpet area with not less than 13 feet height having not less than 15 feet frontage abutting and facing 16th Road, TPS III, Bandra (W) and having maximum area of loft as per DCR with height of not less than 5.00 feet and connected by a stairway in the proposed new building to be constructed by Plaintiff No.2 on the said property. Both the said shop Nos. 1 and 2 shall be situated at Ground level. The Plaintiff No.2 shall provide rolling shutters and glass panels to both the shops along with other amenities and toilet within the shop premises. The shops shall also have an entry on the rear side of the respective shop premises with wooden doors and collapsible gates. Both the Plaintiff No.2 and the Defendant No.1 agree to undertake to this Honourable Court that no boundary wall of the compound shall be constructed in front of the said shop premises. The Plaintiff No.2 shall provide one Exclusive toilet on the ground floor of the proposed new building for common use of Defendant Nos.2 and 3 & their servants and agents. There will be no any commercial shop on the ground floor except 2 shops of Defendant No. 2 & 3.*

*(b) The Plaintiff No. 2 and Defendant No. 1 also agree to provie to defendant Nos. 2 & 3 total two independent car parking spaces in the Parking Unit i.e. Rotary parking / Podium / Basement each one in the name of Defendant Nos. 2 & 3 respectively free of cost.*

*(c) The Plaintiff No. 2 agrees and undertakes to allot to Defendant Nos. 2 and 3 shops and car parking spaces and other amenities as mentioned in herein above free of cost.*

*(d) The Plaintiff No. 2 agrees to ensure not to create any obstruction including boundary wall of the plot of land facing 16th Road to obstruct the view and free passage of the shop premises i.e., permanent alternate accommodation agreed to be alloted to Defendant Nos. 2 & 3."*

*5. Learned Counsel for the petitioners submits that after the suit was disposed of, the respondent No.3 stepped in the shoes of the plaintiff - M/s. Urban Developer. He submits that the respondent No.3 issued an offer letter to the Chairman/Secretary of Bandra Boon CHS. Ltd. The said letter is on page 323 of the petition. Learned Counsel relied on clause – 10 and the last para of the said letter, which reads thus:-*

*"10. We shall abide by the consent terms filed between Alphonso Dsouza and the previous Developer in the Hon'ble High court.*

*As you are aware that a previous developer has been appointed by your society. We hereby proposed that the NOC from the previous developer will be obtained by settling the term amount.*

*We also proposed to take over the project directly from the appointed developers and continue with the obligations of the commitment done by the previous developer. In other words the same terms & condition agreed between the society members & previous developer."*

*6. Learned Counsel for the petitioners submits that infact even in the Development Agreement entered into by the respondent No.3 – M/s. Mass Jaks Associate Ventures with Bandra Boon Co-operative Housing Society Limited in clause – 11.3, it is stated as under:-*

> *"11.3 In continuation to whatever has been stated in Clause 11.1 above, the Developers hereby agree to provide to Mr. Alphonso D'Souza as mentioned under Clause g. of this Agreement 02 shops admeasuring 409 sq. ft. Rera carpet area each, totaling to 818 sq. ft. Rera carpet area, with not less than 13 feet height, not less than 4.5 Mtr frontage, abutting and facing 16th Road TPS III, Bandra (West), and having maximum loft area of per DCPR 2034/SRA. The Developer shall also provide 02 independent car parking spaces for both shops combined. The Developer shall provide either rolling shutters or glass panels to both shops along with other amenities and 01 toilet each within the shop premises. There shall be no boundary wall of the compound constructed in front of the shop premises."*

*7. Learned Counsel for the petitioners further submits that the order passed by the AGRC is contrary to the order passed by this Court in the suit in which Consent Terms were accepted and respective undertakings were given.*

*8. Learned Counsel for the respondent No.3 opposes the petition. He seeks time to file an affidavit-in-reply. Time granted. The same to be filed in the Registry, within four weeks from today alongwith the latest sanction plan.*

*9. Having heard the learned counsel for the petitioners and having perused the documents, the*

*petitioners have prima facie made out a case for grant of ad-interim relief. Prima facie, we are of the opinion, that the order dated 5th January 2022 passed by the AGRC, attempts to nullify the order passed by this Court in the Suit, in which Consent Terms were filed and undertakings were given to this Court and accepted by this Court. Also the same is contrary to the registered agreement executed between the petitioners and the respondent No.3. We are also appalled at the prayer sought for by the respondent No.3 before the AGRC and the relief granted by the AGRC.*

*10. Accordingly, in the meantime, there shall be ad-interim relief, in terms of prayer clauses 'c' to 'f', which reads thus:-*

> *"c) Pending the hearing and final disposal of the present petition, this Hon'ble Court be pleased to stay the operation, effect and implementation of the Impugned Order dated 5th January, 2022.*
>
> *d) Pending the hearing and final disposal of the present petition, this Hon'ble Court be pleased to restrain the Respondent No. 3, its servants, agents putting up construction which is contrary to the entitlement of the Petitioner No.1 as recorded in the Consent Terms dated 9th May, 2012 and the Development Agreement dated 27th November, 2020.*
>
> *e) Pending the hearing and final disposal of the present petition, this Hon'ble Court be pleased to restrain the Respondent No.2 and its officers from granting approval to any plan in respect of redevelopment of the said plot which are contrary to the entitlement of the Petitioner No.1 as recorded in the Consent Terms dated 9th May, 2012 and the*

*Development Agreement dated 27th November, 2020.*

*f) Pending the hearing and final disposal of the present petition, this Hon'ble Court be pleased to restrain the Respondent No. 3, its servants, agents, assigns from creating thirty party rights in respect of the shop on the ground floor of the building that is to be constructed on the said plot for the Petitioner No.1 admeasuring 818 square feet with a 25-foot frontage facing the 16th Road, TPS-III, Bandra (West) which is shown on the approved plan."*

*11. Stand over to 16th June 2022.*

*12. All concerned to act on the authenticated copy of this order."*

**5.** The 3rd Respondent, i.e. M/s. Mass Jaks Associate Ventures challenged the above interim order by instituting Petition for Special Leave to Appeal (C) No.8836 of 2022 before the Hon'ble Supreme Court. On 26th May 2022, the Hon'ble Supreme Court made the following order: -

*"The High Court by its order impugned stayed the operation of the order passed by the Apex Grievance Redressal Committee, Government of Maharashtra dated 05th January, 2022.*

*Mr. Mukul Rohatgi, learned senior counsel has submitted that as an interim arrangement and without in any way prejudicing the rights and contentions of the parties, Petitioner is willing to make following offer:*

> *"The Petitioner submits that a shop admeasuring 818 sq. ft. on the ground floor of the subject under construction new building is ready and the same has not been allotted to anybody as yet. Further the same shall not be allotted to any person and will be kept vacant, till the final decision of the writ petition, viz. W.P. (L) No. 8009/2022 that is pending before the Hon'ble Bombay High Court."*

*Having considered the submissions made by both the parties, we are of the opinion that this is a fair arrangement only as an interim measure till the disposal of the Writ Petition. We have not expressed any opinion on the order dated 9th May, 2012 and in particular the consent terms recorded in para 16 of the order.*

*We would request the High Court to take up the Writ Petition on the date specified in the order and to dispose of the Writ expeditiously.*

*We make it clear that this interim arrangement is subject to the final determination of the Writ Petition in which respondent will be entitled to raise all submissions available to them in law including the maintainability. All contentions to be raised by the parties are, therefore, kept open.*

*With the aforesaid observations, the Special Leave Petition is disposed of.*

*Pending applications, if any, also stand disposed of."*

**6.** On 24 June 2024, after the Hon'ble Supreme Court's order dated 26 May 2022 was shown to us, we posted the Writ Petition for final disposal on 26 July 2024 at 2:30 p.m.

The matter could not be reached on the said date, so it was stood over to 5 August 2024 at 2:30 p.m. The matter was ultimately taken up for final hearing on 14 August 2024, and after the conclusion of final arguments, reserved for orders.

**7.** Mr Nirmay Dave learned counsel for the Petitioners submitted that the proceedings initiated by the 3rd Respondent vide Application No.141 of 2021 before the Apex Grievance Redressal Committee ("AGRC") were entirely misconceived since The AGRC lacked jurisdiction to entertain such original proceedings given the clear and unambiguous provisions of Section 35 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("Slum Act").

**8.** Mr Dave submitted that the AGRC, in terms of Section 35 of the Slum Act, had only Appellate jurisdiction and, therefore, could not have entertained Application No.141 of 2021, which was not challenging any of the orders referred to in Section 35(1A) of the Slum Act. He submitted that the assumption of jurisdiction by the AGRC in this matter was improper and constituted an error apparent on the face of the record. He submitted that the AGRC had purported to exercise jurisdiction when it had no such jurisdiction vested in it by any of the provisions of the Slum Act. Mr Dave submitted that the impugned order made by the AGRC suffers from want of jurisdiction and should, therefore, now be set aside.

**9.** Mr Dave, without prejudice to the above contentions, submitted that the AGRC has grossly erred and exercised jurisdiction not at all vested in it by virtually rendering the agreements entered into between the parties or their predecessors in title and even consent terms filed and accepted in this Court otiose or redundant by holding that specific crucial clauses therein were not enforceable.

**10.** Mr Dave submitted that the Petitioners and the 3rd Respondent have instituted suits before the Dindoshi Court regarding the enforcement or otherwise of such crucial terms and conditions of the development agreement or the consent terms. Instead of letting the Civil Court decide on such issues, the AGRC, without any jurisdiction in this regard, has made the impugned order, which virtually nullifies specific crucial clauses of the agreement and even the consent terms based on which this Court made the consent orders. He also submitted that for these reasons, the impugned order is likely to be quashed and set aside.

**11.** Mr Dave, again, without prejudice, submitted that the AGRC failed to consider the effect of the consent terms and consent orders made by this Court and has virtually allowed the 3rd Respondent to wriggle out from binding agreements when, in fact, the AGRC has absolutely no jurisdiction to decide the civil disputes between the parties.

**12.** Mr Dave submitted that the consent terms, consent orders and agreements between the parties were quite clear. Based upon the same, the 2nd Respondent was not authorised to sanction any plans conflicting with or rendering the performance of any of the clauses of the development agreements or the consent terms impossible. He submitted that sanctions, contrary to the consent terms or the development agreement, deserve to be quashed and set aside. Therefore, relief ought to be granted in terms of prayer clauses (a) and (b) of the Petition.

**13.** Mr Dave submitted that for all the above reasons, the AGRC's impugned order dated 5 January 2022 may be set aside, and the rule in this Petition may be made absolute in terms of prayer clauses (a) and (b).

**14.** Mr Jagdish G. Aradwad (Reddy) appeared for AGRC (Respondent No.1). He submitted that the AGRC's impugned order dated 5 January 2022 speaks for itself. Therefore, there was no question of his making any further submissions supporting it or otherwise.

**15.** Mr Anoop Patil, learned counsel for the Chief Executive Officer ("CEO") of Slum Rehabilitation Authority ("SRA") (Respondent No.2), submitted that the SRA, through its Chief Legal Consultant ("CLC") had already written to the 3rd Respondent to abide by the terms of the registered development agreement and to make suitable provision for

the shops to be allotted to the Petitioners. He submitted that the SRA was now bound by the impugned order dated 5th January 2022 made by the AGRC even though no orders or notices issued by the SRA had been challenged by the 3rd Respondent before the AGRC. He pointed out that the AGRC had not even set aside CLC's communication dated 24th August 2021 issued to the 3rd Respondent vide the impugned order dated 5th January 2022.

**16.** Mr Mayur Khandeparkar, learned counsel for the 3rd Respondent, vehemently defended the AGRC's impugned order dated 5th January 2022.

**17.** Mr Khandeparkar submitted that the AGRC, a successor body to the High Powered Committee ("HPC"), constituted in terms of this Court's Full Bench decision in **Tulsiwadi Navnirman Co-op. Hsg. Soc. Ltd. & Anr. vs State of Maharashtra & Ors.**[1] had original jurisdiction to entertain complaints regarding the implementation of SRA's scheme or issues regarding the complaints that SRA or any other authority was not taking cognisance of. In support of this submission, he relied on certain observations from the *Tulsiwadi Navnirman Co-op. Hsg. Soc. Ltd. & Anr. (supra)* and the Government Resolution bearing computer code No.20071115125849001 (copy he handed over at the time of arguments).

[1] 2008 (1) ALL MR 318

**18.** Mr Khandeparkar submitted that the above-referred Government Resolution ("G.R.") was, to date, not withdrawn and, therefore, held the field. He submitted that in terms of this Government Resolution, the AGRC, which was erstwhile the HPC, had original jurisdiction to entertain the dispute raised by the 3rd Respondent regarding the effective implementation of the SRA's scheme. Therefore, Mr Khandeparker disputed Mr Dave's contention about AGRC lacking any original jurisdiction to entertain the 3rd Respondent's Application No.141 of 2021, on which the impugned order was made.

**19.** Mr Khandeparkar and Mr Dave relied upon yet another Government Resolution, i.e. Notification dated 8th March 2017 constituting the AGRC (Exhibit "Z" on pages 1043 to 1045 of the paper-book). Mr Dave submitted that this Notification clarified that the AGRC lacked any original jurisdiction. However, Mr Khandeparkar submitted that this Notification supports his contention that AGRC had original jurisdiction and could have entertained the 3rd Respondent's Application No.141 of 2021.

**20.** Mr Khandeparkar submitted that the scheme in the present case involved the construction of Permanent Transit Camps ("PTC"). Therefore, the provisions of DPCR 33(11) were applicable. He submitted that these provisions corresponded to Regulations 33(10)(II)(iv) and 33(14)(D) of

the earlier Development Control Regulation 1991 ("DCR"). He relied upon the decision of the co-ordinate Bench in **Louis Anthony Dias and Ors. vs. State of Maharashtra and Ors.**[2] to submit that the SRA was the competent planning authority in such cases. Accordingly, he submitted that the AGRC had the jurisdiction to entertain the 3rd Respondent's complaint/Application No.141 of 2021 and exercise the original jurisdiction vested in the AGRC to allow such Application/complaint vide the impugned order.

**21.** Mr Khandeparkar submitted that the impugned order, besides having been made by AGRC exercising the jurisdiction vested in it, was also otherwise legal and proper. He submitted that the 3rd Respondent was not a party to the proceedings in which the consent terms were filed, or consent orders were obtained. He submitted that the development agreement entered into by the 3rd Respondent was entered in a hurry and was based upon misrepresentation by the Petitioners. He submitted that the Petitioners were office bearers of the co-operative society. Without any agreement with the society, it would have been difficult for the 3rd Respondent to undertake redevelopment. He submitted that on 27th November 2020, the 3rd Respondent entered into two separate agreements with the society. The first was to cancel the earlier agreement dated 12th September 2006, and the second was to undertake the redevelopment work based on fresh terms and conditions.

[2] Writ Petition (L) No.542 of 2014 decided on 4th March 2014

Mr Khandeparkar, therefore, submitted that the consent terms or the consent orders could not be regarded as binding on the 3rd Respondent.

**22.** In any event, and without prejudice, Mr Khandeparkar submitted that the SRA or its officials were not entitled to decide private disputes between the parties, and, therefore, it was not for the SRA or its CLC to interpret the agreements between the parties or even consent terms and consent orders. He relied on **Ashapura Ramdev Buildcon LLP, Through its partner Mr Dhaval Bhadra and Others vs. State of Maharashtra, Through the Housing Department and Others**[3] to support this contention.

**23.** Mr Khandeparkar submitted that the Petitioners only had rights to a stilt parking, which they unauthorisedly converted into commercial premises without obtaining permission from any authorities. He submitted that the Petitioners were not entitled to any commercial premises in lieu of such stilt premises. He submitted that the reasoning in paragraphs 9 to 12 of the AGRC's impugned order dated 5th January 2022 is incapable and warrants no interference.

**24.** Mr Khandeparkar, without prejudice, submitted that no relief could be granted in terms of prayer clause (b) of the Petition because both the parties had filed suits regarding the enforcement or otherwise of the development agreement

[3] 2023 SCC OnLine Bom 2591

dated 27th November 2020, and such suits were pending. He submitted that the issues now raised by Mr Dave based upon the consent terms, consent orders or development agreement squarely arose in the two suits, and, therefore, such matters ought to be avoided by this Court in the exercise of its writ jurisdiction.

**25.** Mr Khandeparkar, for all the above reasons, submitted that this Petition ought to be dismissed, and the 3rd Respondent should be relieved of the statement made on its behalf before the Hon'ble Supreme Court as recorded in the order dated 26th May 2022.

**26.** By way of a rejoinder, Mr Dave once again submitted that the AGRC lacked original jurisdiction and that, in any case, its findings were perverse because it had completely ignored the consent terms, the consent orders, and the development agreements that bound the parties.

**27.** Mr Dave submitted that even though the 3rd Respondent was not a party to the consent terms dated 9th May 2012, the 3rd Respondent, in its letter on pages 323 and 324 of the paper book, had expressly agreed to abide by the consent terms filed in the proceedings between the Petitioners and the previous developer in this Court. He pointed out that the 3rd Respondent had expressly agreed that it would be bound by the same terms and conditions agreed between the society members and the previous developer.

**28.** Mr Dave submitted that Clause 11.3 of the development agreement provided explicitly that the Petitioners would be allotted premises as set out in the consent terms. Based on all such material, he urged that the rule be made absolute in terms of prayer clauses (a) and (b) as prayed for by the Petitioners.

**29.** The rival contentions now fall for our determination.

**30.** The first issue to be determined in this matter is whether the AGRC had any "original jurisdiction" to entertain the 3rd Respondent's Application No.141 of 2021, in which the AGRC has made the impugned order. If the AGRC did have any such jurisdiction, the second issue is whether the AGRC's impugned order, dated 5 January 2022, suffers from perversity and non-application of mind.

**31.** Regarding the first issue, it is well settled that the tribunal, like the AGRC, is a creature of the Statute and derives its powers from the express provisions of the Statute. [see **Rajeev Hitendra Pathak and Ors. vs. Achyut Kashinath Karekar and anr.**[4]].

**32.** Sections 34A and 35 of the Slum Act are relevant to determining whether the AGRC has any original jurisdiction or whether it exercises only Appellate jurisdiction.

[4] 2011 (9) SCC 541

**33.** Section 34A was inserted by Maharashtra Act 33 of 2023 dated 7th August 2023 but with retrospective effect from 8th March 2017. Thus, with retrospective effect, Section 34A of the Slum Act provides for the constitution of the AGRC, its powers and functions, and the same reads as follows: -

> *"34A. Constitution of Apex Grievance Redressal Committee*
>
> *(1) The State Government shall, by notification in the Official Gazette, constitute, the Apex Grievance Redressal Committee consisting of the Chairperson and such number of members as the Government may deem fit, for the purposes of exercising the powers and performing the functions as may be assigned to it under this Act.*
>
> *(2) The Apex Grievance Redressal Committee shall exercise the powers and perform the functions, as follows, namely :—*
>
> > *(i) to hear and dispose off appeals against orders of the Chief Executive Officer or any Officer to whom the powers are delegated by the Chief Executive Officer, as provided under this Act ;*
> >
> > *(ii) any issues or matters referred to it by the State Government.*
>
> *(3) The qualifications of the Chairperson and the members of the Apex Grievance Redressal Committee, the procedure to be followed for transacting its business and quorum for its meetings, shall be such as may be prescribed."*

**34.** Section 34A(1) provides that the AGRC shall be constituted by notification in the Official Gazette "*for the purposes of exercising the powers and performing the functions as may be assigned to it under this Act.*"

**35.** Similarly, sub-section (2) of Section 34A of the Slum Act provides that the AGRC shall exercise powers and perform the functions as follows, namely:—

> *(i) to hear and dispose off appeals against orders of the Chief Executive Officer or any Officer to whom the powers are delegated by the Chief Executive Officer, as provided under this Act ;*
>
> *(ii) any issues or matters referred to it by the State Government.*

**36.** Thus, Section 34A of the Slum Act refers to AGRC hearing and disposing of '*Appeals*' against orders of the CEO or any other officer to whom the powers are delegated by the CEO as provided under this Act. In addition, the AGRC can exercise powers and perform functions regarding any issues or matters *"referred to it by the State Government"*. Admittedly, the dispute raised by the 3rd Respondent vide its application No.141 of 2021 was not any issue or matter referred to it by the State Government. This was not even the claim of the 3rd Respondent.

**37.** Similarly, Section 35 of the Slum Act is crucial and is, therefore, transcribed below for the convenience of reference:

*"35. Appeals*

*(1) Except as otherwise expressly provided in this Act, any person aggrieved by any notice, order or direction issued or given by the Competent Authority, may appeal to the Appellate Authority, who shall be a person holding a post not below the rank of Additional Collector, in respect of the areas of Municipal Corporations and "A" Class Municipal Councils, and not below the rank of Deputy Collector, in respect of areas of other Municipal Councils, to be notified by the State Government, within a period of thirty days from the date of issue of such notice, order or direction.*

*[(1A) Any person,—*

*(a) aggrieved by any notice, order or direction issued or given by the Appellate Authority under sub-section (1), may file an appeal within a period of thirty days from the date of receipt of such notice, order or direction, before the Grievance Redressal Committee;*

*(b) aggrieved by any notice, direction, circular, decision, order, permission or approval issued or given by the Chief Executive Officer of Slum Rehabilitation Authority or any Officer to whom the powers are delegated by the Chief Executive Officer, may file an appeal within thirty days of receipt of such notice, direction, circular, decision, order, permission or approval, before the Apex Grievance Redressal Committee.*

*(2) Every appeal under this Act shall be made by petition in writing accompanied by a copy of the notice, order or direction appealed against.*

*(3) Any appeal shall not operate as a stay order appealed from except so far as the Appellate Authority may grant by reasoned order, nor shall execution of any order be stayed by reason only of an appeal*

*having been preferred from, but the Appellate Authority may for sufficient cause order stay of execution of such order and if the notice, order or direction against which appeal is made and is set aside by Appellate Authority on an appeal disobedience thereto shall not be deemed to be an offence.*

*(4) No appeal shall be decided under this section unless the appellant had been heard or has had a reasonable opportunity of being heard in person or through a legal practitioner.*

*(5) The decision of the Grievance Redressal Committee and the Apex Grievance Redressal Committee on appeal shall be final and shall not be questioned in any court."*

**38.** Section 35(1A), upon which Mr Khandeparkar placed reliance, also refers to the filing of an appeal against any notice, order or direction issued or given by the Appellate Authority under sub-section (1) within thirty days from the date of receipt of such notice, order or direction before the Grievance Redressal Committee ("GRC"). In this case, the 3rd Respondent never approached the GRC. Therefore, the Application on which the impugned order has been made was not an Appeal against any notice, order or direction given or issued by the Appellate Authority under sub-section (1) or the GRC.

**39.** Section 35(1A)(b) also provides that any person aggrieved by any notice, direction, circular, decision, order, permission or approval issued by the CEO, SRA, or any officer to whom the CEO delegates the powers may file an Appeal

within thirty days of receipt of such notice, direction, circular, decision, order, permission or approval before the AGRC. Again, Application No.141 of 2021, on which the AGRC has made the impugned order, was not an Appeal by the 3rd Respondent against any notice, direction, circular, decision, order, permission or approval issued or given by the CEO, SRA or any other officer to whom the CEO, SRA, delegates the powers. Even the provisions of sub-sections (2) to (5) repeatedly refer to *"Appeal"* and the powers and functions of AGRC as an *"Appellate Authority."*

**40.** Therefore, at least based upon the provisions of Sections 34A and 35, we cannot accept Mr Khandeparkar's contention that the AGRC has any original jurisdiction to entertain complaints or Applications of the nature made by the 3rd Respondent to it. Even if the provisions of Section 34A are left out of consideration because this provision was introduced in the Statute on 7th August 2023, though with retrospective effect from 8th March 2017, still, based even on the requirements of Section 35 of the Slum Act alone, we cannot agree with Mr Khandeparkar's submissions that the AGRC has original jurisdiction and its functions are not restricted to exercising Appellate jurisdiction, unless of course any issues or matters are referred to it by the State Government given the provisions of Section 34A(2)(ii) of the Slum Act.

**41.** Mr Khandeparkar, however, relied upon specific observations in paragraph 118(D) of Tulsiwadi Navnirman Co-op. Hsg. Soc. Ltd. & Anr. (supra). They read as follows: -

> *"118. In the result, we answer the question framed hereinabove as under : -*
>
> *A) …..*
>
> *B) …..*
>
> *C) …..*
>
> *D) As far as disputes and questions involving the slum dwellers and Slum Rehabilitation Authority/Public Body/State, Co-operative Housing Society of Slum Dwellers and Developers, Registered Cooperative Housing Society of Slum Dwellers on one hand and proposed Cooperative Society on the other, Developers and S.R.A./State, a Writ petition under Article 226 of the Constitution of India would not lie or would be entertained unless and until the parties exhaust the remedy of approaching the High Powered Committee referred to above."*

**42.** The above observations, in no manner, support Mr Khandeparkar's contention. Firstly, the directions in *Tulsiwadi Navnirman Co-op. Hsg. Soc. Ltd. & Anr. (supra*) were issued when there were no statutory provisions like Section 34A or 35 of the Slum Act covering the field. Secondly, we are not concerned with any proceedings before HPC in this case. We are concerned with proceedings before the AGRC, now a statutorily constituted authority under the Slum Act. Therefore, based on the above observations, we cannot accept that the AGRC had any original jurisdiction and could have

entertained the 3rd respondent's complaint directly as it did. Thirdly, the above observations refer to the exhaustion of alternate remedies provided by the decision before petitioning the writ court in the first instance. Based on such observations, therefore, no original jurisdiction to entertain the petition of the type made by the 3rd Respondent could be sourced to the AGRC.

**43.** Since not much support was to be gained from the provisions in Sections 34A and 35 of the Slum Act, Mr Khandeparkar heavily relied upon G.R. bearing computer code No.20071115125849001, a copy of which he handed over to us at the time of arguments. He pointed out that this G.R., in its title, refers to AGRC as "erstwhile HPC". He pointed out that in terms of this G.R., the area of operation of HPC would, inter alia, be:-

> *4. Disputes for not implementing the scheme on time or improper implementation of scheme.*
>
> *5. ….*
>
> *6. Issues regarding the complaints that Slum Rehabilitation Authority or any other authority is not taking cognizance of the complaints/problems.*
>
> *7. ….*
>
> *8. Issues which Hon. Chairman will feel necessary for implementing Slum Rehabilitation Scheme smoothly.*

**44.** Mr Khandeparkar submitted that the G.R. mentioned above vested "original jurisdiction" in the AGRC, a successor body to the "HPC". He submitted that this G.R. continued in force and was not superseded by Section 35 of the Slum Act. He submitted that Section 35 of the Slum Act does not exhaustively list the powers vested in AGRC. Therefore, he submitted that there was nothing wrong in the AGRC directly entertaining the 3rd Respondent's complaint and exercising original jurisdiction.

**45.** Mr Khandeparkar also referred to the Notification dated 8th March 2017 constituting the AGRC (Exhibit "Z" on pages 1043 to 1045 of the paper book). He submitted that this Notification empowered the AGRC to decide any issue referred by the State Government by executive orders, any issue referred by the Hon'ble High Court or the Hon'ble Supreme Court, or any issue not specifically assigned to other GRCs. He submitted that such jurisdiction was not vested in AGRC under Section 35 of the Slum Act but was vested in the AGRC under the Notification dated 8th March 2017. From this, he deduced that the provisions of Section 35 of the Slum Act are not exhaustive regarding the jurisdiction of the AGRC.

**46.** For several reasons, we cannot accept Mr Khandeparkar's submissions that, based on the G.R. or the Notification dated 8th March 2017, the AGRC could have entertained the 3rd Respondent's complaint, which virtually

sought to restrain all authorities like SRA, GRC, etc. from even taking cognisance of or entertaining any of the Petitioners' complaints.

**47.** Firstly, the blanket proposition that the G.R. dealing with the area of operation of HPC continues and applies even after the HPC has become extinct cannot be accepted. Merely because the G.R., in its title, refers to AGRC as the erstwhile HPC, we cannot hold that the AGRC, which is a statutory body governed by the provisions of, inter alia Sections 34A and 35 of the Slum Act, continues source some jurisdiction under the G.R. relied upon by Mr Khandeparkar. The G.R. does not merely supplement but, if interpreted literally, would supplant the statutory provisions of Sections 34A and 35 of the Slum Act and alter the legislative scheme.

**48.** The G.R., if interpreted literally as suggested by Mr Khandeparkar, would alter the statutory scheme under Sections 34A and 35 of the Slum Act and convert the AGRC from being an Appellate Authority to some super authority exercising both original as well as Appellate jurisdiction over practically all matters concerning a slum redevelopment scheme. Such an interpretation might render even the GRCs constituted under the Slum Act completely redundant or otiose. Depending upon what is "convenient", parties would then be in a position to completely disregard the statutory

scheme and approach the AGRC for any and every relief not even contemplated by the provisions of the Slum Act.

**49.** The present matter indicates what would happen if the contention now raised on behalf of the 3rd Respondent is accepted, and the AGRC is conferred with practically unlimited jurisdiction to decide any and every matter related to a slum redevelopment scheme. The 3rd Respondent, in this matter, applied for the following substantive reliefs before the AGRC:-

> *"a. that this Hon'ble Committee be pleased to issue an order or direction, against the Respondent No.1 and its Sub-ordinate officers not to take cognisance of frivolous complaints made by the Respondent Nos.2 & 3 in respect of their purported entitlement to two commercial premises each admeasuring 450 sq.ft. in the new building to be constructed on the said Property in lieu of two stilt car parking space each admeasuring 22.02 sq.mtrs in the Old Building;*
>
> *b. that this Hon'ble Committee be pleased to declare that the Respondents Nos.2 & 3 are only entitled for two residential units each admeasuring 225 sq.ft. and two stilt car parking space in the new building to be constructed on the said Property by the Applicant;*
>
> *c. that this Hon'ble Committee be pleased to issue an order or direction, against the Respondent No.1 by himself, his subordinate officers, agents, servants or assigns or any other person/s claiming through or under the Respondent No.1 from in any manner taking any action and/or acting in furtherance of the complaints made by the Respondent Nos.2 & 3."*

**50.** The above reliefs virtually invite the AGRC to direct the SRA and its officers "*not to take cognisance of the frivolous complaints made by, or that may be made*" by the Petitioners herein regarding their entitlement to two commercial premises in the new building to be constructed by the 3rd Respondent-Developer. The second relief virtually invites the AGRC '*to issue a declaration about the entitlement*' of the Petitioners, thereby completely overriding the consent terms, consent orders and even the development agreement entered into by the 3rd Respondent and the society, expressly acknowledging that the consent terms and consent orders concerning the previous developer and the society would bind the 3rd Respondent as the successor developer. The third substantive relief is similar to the first in that it invites the AGRC to restrain the SRA and its officers from taking "*any action*" against the 3rd Respondent in furtherance of the complaints made by the Petitioners.

**51.** Merely because the G.R. relied upon by the 3rd Respondent, in its title, refers to AGRC as erstwhile HPC, we cannot give a go-bye to the statutory provisions contained in the Slum Act conferring Appellate jurisdiction upon the AGRC and vest the AGRC with almost unlimited powers to entertain any complaints directly regarding the implementation of the SRA's scheme. Such an interpretation would do violence to the statutory scheme under the Slum Act regarding the powers

and functions of GRC and AGRC, which are now statutory bodies under the Slum Act.

**52.** The argument based on the Notification dated 8th March 2017 is also entirely misconceived. The notification refers to the constitution of the AGRC. Significantly, such a constitution is different from the constitution of the erstwhile HPC, which was only an executive body made under the orders of this Court because there were no statutory provisions dealing with several issues and complaints concerning the implementation of a slum redevelopment scheme.

**53.** The Notification of 8th March 2017 refers to the scope of the AGRC, involving any issue referred to by the state government through its executive orders. Possibly to ward off the challenge that such a power could not have been vested in the AGRC, given the extant provisions of Section 35 of the Slum Act, the legislature introduced Section 34A in the Slum Act with retrospective effect from 8th March 2017 itself, vesting in the AGRC, powers to decide any issues or matters referred to it by the State Government. It is significant to record that the Notification now relied upon is 8th March 2017, and the amendment by which Section 34A was inserted in the Slum Act was also made effective from 8th March 2017. This indicates that the power and jurisdiction of the AGRC

were always intended to be governed by the statutory provisions of the Slum Act.

**54.** There was no necessity for any legislation or executive instructions regarding any issue referred by this Court or the Hon'ble Supreme Court. As a matter of abundant caution, however, the Notification dated 8th March 2017 refers to the scope of AGRC involving any issue referred by this Court or the Hon'ble Supreme Court. The same applies to a certain extent to matters not specifically assigned to other GRCs. Significantly, this Notification does not say that the AGRC can exercise any powers or jurisdiction not vested in it by any of the provisions of the Slum Act. Only issues that may not have been specifically assigned to other GRCs and not to AGRC could be looked into by the AGRC. This provision is like some residuary powers over matters that may not have been specifically assigned to other GRCs.

**55.** There is no expansion of jurisdiction regarding administrative control and coordination over the functioning of other GRCs, as notified by the State Government from time to time. This notification clause has nothing to do with the AGRC's exercise of judicial or quasi-judicial powers. In this case, no argument was advanced or pressed about the application before the AGRC being an appeal against the CLC's communication. Mr Khandeparkar pointed out that CLC was not an employee of the SRA but more of a legal

professional concerned with the SRA. Therefore, the CLC's communication was more like his opinion on the subject that might have been referred to him.

**56.** Therefore, based upon the G.R. bearing computer code No.20071115125849001 or the Notification dated 8th March 2017, we cannot accept the contention that the original jurisdiction is vested in the AGRC, in the exercise of which the AGRC was competent to entertain the 3rd Respondent's complaint, which virtually was an invitation to stifle the SRA and its officers from even exercising its statutory duties and functions or to set at nought contracts between the parties or even consent terms, based upon which Courts may have made consent orders. This kind of power cannot even be sourced to the existing appellate jurisdiction, let alone the non-existing original jurisdiction.

**57.** For all the above reasons, we hold that the AGRC, in the present matter, had no jurisdiction to entertain the 3rd Respondent's complaint or to exercise any original jurisdiction and make the impugned order in the exercise of such non-existent original jurisdiction. On this ground alone, without adverting to the merits or demerits of the directions issued by the AGRC, the impugned order is liable to be set aside and is hereby set aside.

**58.** Mr Dave and Mr Khandeparkar, at some point in the course of their arguments, agreed that the AGRC lacked

jurisdiction to decide upon contractual disputes between the parties. Still, the learned counsel attempted to justify the respective versions of the parties they represent. Mr Khandeparkar submitted that the SRA or its officials could not go into the issues of interpretation and enforcement of private agreements or contracts between the parties. By the same logic, Mr Dave urged that the AGRC was not authorised to nullify or render otiose the private agreements or contracts between the parties.

**59.** Mr Dave vehemently submitted that there were clear agreements between the erstwhile developer and the Petitioners and/or the society under which two commercial premises had to be allotted to the Petitioners in lieu of the demolished premises. He submitted that since the dispute arose regarding such entitlement, a civil suit was filed, and such dispute was resolved by filing consent terms in this Court on 9th May 2012. Based on the consent terms, this Court made the consent order on 9th May 2012.

**60.** Mr Dave submitted that the erstwhile developer defaulted, was removed and was eventually replaced by the 3rd Respondent. He submitted that at this stage, a fresh development agreement was executed by the 3rd Respondent after cancelling the previous development agreement. But in this fresh development agreement, the 3rd Respondent expressly acknowledged to be bound by all the terms and

conditions in the development agreement with the erstwhile developer. He pointed out correspondence in which the 3rd Respondent agreed to bind itself by the consent terms and the consent orders in the proceedings with the erstwhile developer. He submitted that the 3rd Respondent could not wriggle out of such solemn commitments and undertakings after all this. In any case, he submitted that the AGRC, by exercising jurisdiction which was not even vested in it, could not have declared that the 3rd Respondent was not bound by any of the solemn commitments and undertakings or that the Petitioners were not entitled to any of the benefits and entitlements assured to them under the agreements, consent terms and consent orders.

**61.** On the other hand, Mr Khandeparkar submitted that the commitments made by the erstwhile developer would not bind the present developer, i.e. the 3rd Respondent. He submitted that the Petitioners had unauthorisedly converted the stilt parking area into commercial spaces without any permission from any authorities. He submitted that in lieu of such an unauthorised user, there was no question of the Petitioners claiming two commercial premises as recorded in the development agreements, consent terms or consent orders. He submitted that the clauses suggesting such commitments, in any event, have already been terminated by the 3rd Respondent. The issue of such termination was writ

large in the Commercial Suit (L) No.288 of 2022 instituted by the 3rd Respondent in the Dindoshi Court.

**62.** Mr Khandeparkar, without prejudice, submitted that he was authorised to make a statement that the AGRC's impugned order need not affect the progress of the civil suits instituted by the Petitioners and the 3rd Respondent in the Dindoshi Court. He submitted that AGRC's impugned order was relevant only in the context of the planning authorities issuing occupancy certificates or other clearances. He submitted that, ultimately, the civil rights of the parties could be sorted out in the civil suits filed by the Petitioners and the 3rd Respondent in the Dindoshi Court. He, however, agreed that this statement could be made without prejudice if, with this clarification, this Petition was being disposed of without interfering with the AGRC's impugned order.

**63.** Mr Dave submitted that the AGRC's order was entirely without jurisdiction and, in any case, was perverse because the AGRC should never have made such an order by virtually ignoring or rendering to the agreements between the parties and even consent orders made by the Courts including this Court, otiose. He submitted that the AGRC's impugned order, apart from being without jurisdiction, was vulnerable even on merits because of errors apparent on the face of the record and the non-application of mind.

**64.** In *Ashapura Ramdev Buildcon LLP, through its partner Mr Dhaval Bhadra and Others (supra*), a co-ordinate division bench has held that authorities like SRA are not the proper ones to go into private civil disputes between the parties. This principle would have to be extended to AGRC, an Appellate Authority, against any orders, notices or directions issued by the SRA and its officers. Therefore, based on this decision, we hold that the AGRC, in this case, was not justified or the proper authority to go into and decide the private civil disputes between the parties.

**65.** However, since Mr Dave and Mr Khandeparkar insisted on advancing the above arguments, we have recorded them. At least prima facie, we disapprove of the AGRC's approach of virtually rendering the agreements between the parties and even the consent orders made by this Court otiose. Except for this prima facie observation, we do not think that it would be appropriate on our part to deal with the rival contentions on merits, particularly now that the Petitioners and the 3rd Respondent have instituted suits before the Dindoshi Court, wherein, precisely, such issues arise and could be adjudicated.

**66.** For the same reason, it would not be appropriate for us to decide on the relief in prayer clause (b) of this Petition. Any consideration of this prayer clause would amount to this Court ruling on the merits of the private civil disputes between the parties when such private civil disputes are writ

large in the civil suits instituted by the Petitioners and the 3rd Respondent in the Dindoshi Court. Therefore, by leaving open all contentions of all parties to be agitated in the civil suits, we decline to go into the contentions, based on which the relief is sought under prayer clause (b) of the Petition.

**67.** However, regarding the above, we clarify that we are not deciding on or going into the relief issue regarding prayer clause (b). This does not mean that we have either rejected or granted such relief; it only means that we have declined to discuss the issues concerning relief in terms of prayer clause (b) for the above reasons.

**68.** As noted earlier, by its order dated 20th April 2022, this Court granted the Petitioners ad-interim relief in terms of prayer clauses (c) to (f). However, this relief was modified by the Hon'ble Supreme Court's order dated 26th May 2022 after accepting the statement made on behalf of the 3rd Respondent that it would not alienate the shop measuring 818 sq. ft. on the ground floor of the new building.

**69.** Mr Khandeparkar, in response to our query as to what would happen if we set aside the AGRC's impugned order but declined to go into relief in terms of prayer clause (b), submitted that the interim order granted by this Court or modified by the Hon'ble Supreme Court would come to an end. He further submitted that possibly, the 3rd Respondent would then be in a position to dispose of the shop measuring

818 sq. ft, on the ground floor of the subject new building since he had no instructions to continue the statement made before the Hon'ble Supreme Court even for some reasonable period within which the Petitioners could move the Dindoshi Court and seek interim reliefs.

**70.** Considering the material on record, including, in particular, the development agreement entered into by the 3rd Respondent, the communication (Exhibit "K" on pages 323 and 324 of the paper book) by which the 3rd Respondent expressly agreed to be bound by the consent orders involving the erstwhile developer, we direct that the 3rd Respondent shall not sell, transfer, alienate or part with possession of the shop admeasuring 818 sq. ft on the ground floor of the subject new building for three months from today. In the meantime, it will be open to the Petitioners to apply for appropriate interim reliefs in the civil suit they instituted before the Dindoshi Court. If such an application is filed, the Dindoshi Court should dispose of such application following law and on its own merits as expeditiously as possible.

**71.** This Petition is accordingly disposed of by the following order: -

## O R D E R

(a) The impugned order dated 5th January 2022 made by the AGRC in Application No.141 of 2021 (Exhibit "A") is quashed and set aside.

(b) For three months from today, the 3rd Respondent is restrained from selling, transferring, alienating, or parting with possession of the shop measuring 818 sq. ft on the ground floor of the subject new building.

(c) If the Petitioners and/or the 3rd Respondent file any applications for interim relief before the Dindoshi Court in S.C. Suit No.3352 of 2023 or Commercial Suit (L) No. 288 of 2022, the Dindoshi Court is requested to dispose of such applications following law and on its own merits as expeditiously as possible.

**72.** The rule is made absolute in the above terms without any cost order.

(Kamal Khata, J) (M. S. Sonak, J)