



Sumedh

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 185 OF 2000

1. **T.J. THOMAS,**
Since deceased and Shop No. 1 & Shop No. 2 sold to
 - 1a) Jade Fernandes, aged 27 years &
 - 1 b) Jewel Fernandes, aged 29 years.
Both Indian Inhabitants of Mumbai carrying on business from Shop No. 1
 - 1 c) Jewel Fernandes, aged 29 years &
 - 1 d) Jade Fernandes, aged 27 years,
Both Indian Inhabitants of Mumbai carrying on business from Shop No. 2.

2. **KANANKARA NANU KUMARAN,**
Since deceased and Shop No. 3 & Shop No. 4 sold to
 - 2a) Ashish Kishorekumar Jain
Aged 37 years, Indian Inhabitant
 - 2b) Kishorekumar Devichandji Jain
Aged 59 years, Indian Inhabitant
Both carrying on business at Shop No. 3
 - 2c) Shashi Kishorekumar Jain,
Aged 35 years, Indian Inhabitant
 - 2d) Hemlata Kishorekumar Jain
Aged 56 years, Indian Inhabitant
Both carrying on business at Shop No. 4

3. **CHAMPALAL KASTURCHAND JAIN,**
Of Mumbai Indian Inhabitant, carrying

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on business at Shop No. 5.

4. **JOHARMAL CHUNILAL CHAUHAN,**
(Since Deceased) through his son/
Legal Heir vide Gift Deed Pravin
Juharmal Chauhan
Aged 54 years, Indian Inhabitant
Carrying on business at Shop No. 6.
5. **PREM SAGAR KHURANA,**
Since deceased / sold shop No. 7 to
5a) Bhawarlal Jethmal Jain
Aged 78 years, Indian Inhabitant
Carrying on business at Shop No. 7.
6. **BOVARLAL JETHAMEL JAIN,**
of Mumbai Indian Inhabitant,
carrying on business at Shop No. 8.
7. **AZIZ AHMED (SINCE DECEASED),**
Through his legal heirs
7a) Mohammed Khalid Md. Ibrahim
Ansari
7b) Imran Ahmed Israr Ahmed Ansari
7c) Jahangir Alamlrsrar Ahmed Ansari
All adults, Indian Inhabitants and
carrying on business at Shop No. 9.
All the Shops situated at Raj Mahal
Miya Mohamed Chhotani Road,
Mahim (West), Mumbai 400 016.

... PETITIONERS

~ VERSUS ~

1. **MUNICIPAL CORPORATION OF GREATER BOMBAY,**
a Statutory Corporation, enacted under
Bombay Municipal Corporation Act,

1888, having its office at Mahapalika Bhavan, Mahapalika Marg, Fort, Mumbai – 400 001.

2. **MAHARASHTRA HOUSING & AREA DEVELOPMENT BOARD,**
a Board established under Maharashtra Housing & Area Development Act, 1976 having its office at Griha Nirman Bhavan, Bandra (East), Mumbai – 400 050.
3. **M/S RAJ REALTORS CONSTRUCTIONS COMPANY PRIVATE LTD.,**
a Company registered under the Companies Act, 1956, having its Office at Plot No. 146, Sairo House, 9th Road, Wadala, Mumbai- 400 031.

... RESPONDENTS

WITH

WRIT PETITION NO. 569 OF 2021

1. **BHAWARLAL JETHMAL JAIN,**
Mumbai Indian Inhabitant, aged 68 years, carrying on business from shop No. 7 & 8, Residing at 28, Ram Mahal, S.B. Marg, Mahim-West, Mumbai – 400 016.
2. **CHAMPALAL KASTURCHAND JAIN,**
Mumbai Indian Inhabitant, aged 69 Years, Carrying on business from shop No. 5, Residing at Samarth Bldg, 1st Floor, Moghal lane, Mahim-West, Mumbai – 16.

3. **JADE FERNANDES,**
Age: 24 years, Occ: Student.
4. **JEWEL FERNANDES,**
Age: 26 Years, Occ : Business
Both joint owners of shop no. 1 & 2
Both residing at Flat No. 53, 5th Floor,
Raj Mahal CHS Ltd., MMC Road,
Mahim (W), Mumbai – 400 016.
5. **KISHORE KUMAR DEVICHANDJI
JAIN,**
Age: 56 Years, Occ: Business, Indian
Inhabitants, Both joint owners of shop
No. 3 & Both residing at 42, Raj Mahel,
Senapati Bapat Marg, Mahim (W),
Mumbai – 400 016.
6. **SHASHI KISHORE KUMAR JAIN,**
Age 32 Years, Occ : Service
Indian Inhabitant.
7. **HEMLATA KISHOREKUMAR
JAIN,**
Age : 54 Years, Occupation : Housewife
Indian Inhabitants Both joint owners of
Shop No. 4 & Both residing at 42, Ram
Mahal, Senapati Bapat Marg, Mahim,
Mumbai 400 016.
8. **PRAVIN JUHARMAL CHAUHAN,**
Age: 53 years, Occupation : Business
Indian Inhabitant, owner of Shop No. 6
Residing at A/68, 2nd Floor, Mahim
Mansion, MMC Road, Mahim (West),
Mumbai- 400 016.
9. **MOHAMMED KHALID ANSARI,**
Mumbai Indian Inhabitant, aged 55
Years, Carrying of business from shop
No. 09, All shops situated at Raj Mahal

Miya Mohammed Chhotani Road,
Mahim, Mumbai – 400 016.

... **PETITIONERS**

~ **VERSUS** ~

1. **MUNICIPAL CORPORATION OF
GR. BOMBAY,**
A Statutory Corporation enacted
Under Bombay Municipal Corporation
Act, 1888, Through its Commissioner
having its office Equity Caps A at
Mahapalika Marg, Fort, Mumbai – 400
001.
2. **THE ASST. MUNICIPAL
COMMISSIONER,**
G/North – Ward, having its office at
Harishchandra Yeole Marg, Behind
Plaza, Dadar (West),
Mumbai – 400 028.
3. **THE ASST. ASSESSOR AND
COLLECTOR,**
G/North – Ward, having its office at
Harishchandra Yeole Marg,
Behind Plaza, Dadar (West),
Mumbai – 400 028.
4. **M/S RAJ REALTORS
CONSTRUCTION COMPANY PVT
LTD,**
a Company registered under the
Companies Act, 1956, having its office
at Plot No. 146, Savio House, 9th Road,
Wadala, Mumbai 400 031.

... **RESPONDENTS**

APPEARANCES

FOR THE PETITIONERS IN BOTH WPS	Mr Pradeep Thorat, with Aniesh Jadhav, i/b GA Kataria.
FOR RESPONDENT- MHADA	Ms Sayli Apte, with Shreya Shah.
FOR RESPONDENT-BMC	Mr Bhavik Manek, with S Tondwalkar.
PRESENT-IN-PERSON	Mr Yuvraj Chavan, Ward Inspector, G-N Ward.

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

RESERVED ON : 29th July 2024

PRONOUNCED ON : 13th August 2024

JUDGMENT (Per Kamal Khata J):-

1. These Petitions, filed under Article 226 of the Constitution of India, seek a writ of mandamus against Respondents Nos. 1 and 2 for issuing an Occupation Certificate (OC) for the Petitioner's property. Additionally, the Petitioners request a waiver of additional municipal taxes and consideration of their application dated 27th May 1999. The learned counsel agree that common issues of law and facts arise, and therefore both these petitions could be disposed of by a common judgement and order.

Brief Facts:

2. The Petitioners were tenants of Mumtaj Begum Shah Mohammed and others (“Mumtaj and Ors”), who were the owners of the final Plot No. 542, TPS III, Mahim Division, located at Miya Mohamed Chhotani Road, Mahim, Mumbai 400 016 (“the said property”).

3. The Respondent No. 3 viz. Raj Realtors Construction Company Pvt Ltd (“Developer”) purchased the property from Mumtaj and others under a deed of conveyance dated 15th December 1986 with an intention to develop. The property comprised three chawls with nine shops and nine residential tenements built in 1946, with the Petitioners as tenants of the shops and other tenants occupying the residential tenements.

4. After purchasing the property, the Developer filed a suit in the Small Causes Court for a decree of possession, asserting their intention to develop the property. The suits were settled through Consent Terms, whereby the Petitioners agreed to cooperate with the Developer for the property development and handed over possession as per the Consent Terms. Those are annexed as Exhibit A on page 25 of the Petition. Each Petitioner signed similar Consent Terms.

5. Whereas the front wing was constructed to accommodate the Petitioners in possession of the shops, the rear wing, consisting of

stilts and 6 storeys, was meant for residential accommodation for the tenants, with the remaining flats to be sold by the Developer.

6. Upon completion of the front wing consisting of shops, the Petitioners were asked to take and they took possession of the shops as contemplated under the Consent Terms and were assured of an Occupation Certificate (“OC”) once the rear wing was completed.

7. Apparently, the Developer failed to secure the OC for the shops. Consequently, Respondent No. 1 (BMC) did not provide water and sewerage facilities to the Petitioners but nevertheless charged them 150% of the normal property tax.

8. Upon inquiry with the BMC, the Petitioners were informed that the OC was withheld because Respondent No. 2 (MHADA) had not granted the final No Objection Certificate (NOC). The BMC communicated with MHADA for the NOC for the commercial wing occupied by the Petitioners on 4th March 1997 and sought an urgent appraisal while acknowledging that MHADA misplaced the original file. Communications inter se between the Petitioners, BMC, and MHADA commenced and have followed since 27th February 1999.

9. The Developer was granted a Floor Space Index (FSI) of 2 for the project, for which he was obliged to give MHADA an area of 1,986 square feet, which he defaulted on. The Developer's default resulted in the Petitioners facing a 150% property tax penalty. On 24

January 1997, the Petitioners received a final notice to pay Rs. 5,49,869.60/—to the BMC.

10. Mr. Thorat, representing the Petitioners, submitted that the Petitioners were charged additional municipal taxes. The BMC demanded Rs. 10,52,375.60/-, of which the Petitioners paid Rs. 6,88,500/-. The balance amount pertained to additional municipal taxes. The Petitioners were charged Rs. 1,45,886/- for the period before they were put in possession by the Developer. Mr Thorat argued that Rs. 5,66,375/- shown as arrears were additional municipal taxes for non-issuance of the OC, which they were opposed to paying as the Petitioners were not obliged to obtain the OC the obligation was of the Developer.

11. The Petitioners' front wing was put up for auction on 7 January 2000, with the auction scheduled for 15 January 2000. Under these circumstances, the Petitioners were compelled to file this Petition on 14 January 2000.

12. Mr Thorat draws our attention to the order of 27th April 2001 passed by this Court. The order records the Developer's admission of not having surrendered the area of 1986 sq. ft. to MHADA as per the sanction letter. According to the developer, the correct area after calculation to be surrendered would have to be 1324 sq. ft. Further the Developer had also not executed the bank guarantee as required. It was under these circumstances that Mr Thorat submits that the Court directed the issuance of a provisional occupancy certificate forthwith and the revision of property tax. The Petitioners were

granted six months' time to clear the arrears. Furthermore, the Developer was granted one year's time to obtain sanction from the Slum Rehabilitation Authority (SRA) for the Antop Hill property and submit a proposal to the MHADA along with the requisite bank guarantee. The Developer was also allowed to pay MHADA the market price of 1324 sq. ft. within three months of his failure to obtain sanction. Mr Thorat submitted that despite the leniency shown to the Developer, he failed to comply.

13. Mr Thorat submitted that the Developer benefited from the development, depriving MHADA of their area or compensation. He argued that any claims by BMC or MHADA should be against the Developer, not the Petitioners, who were merely tenants rehabilitated against their tenanted premises. He submits that the MHADA should have taken action against the Developer for the breach of conditions, at least pursuant to the order dated 27th April 2001. The Petitioners, who are in no way responsible for complying with those conditions, should not be penalised for non-compliance with those breach of conditions by the Developer. He submits that it is no one's case that the area from the Petitioner's wing was required to be given to MHADA.

14. Mr Thorat argued that the Petitioners' front wing was unjustly put for auction as against the rear wing, which should have been auctioned instead. He submitted that the MHADA wrongly issued the OC to the rear wing without seeking the Developer's compliance with conditions as the area to be surrendered by the Developer was admittedly from the rear wing.

15. Mr Thorat emphasised that neither MHADA nor BMC took action against the Developer for not handing over the area in the rear wing, resulting in hardship for the Petitioners. The Petitioners were deprived of basic facilities such as water supply and sewerage connection for almost three decades, which was the Developer's responsibility. The Petitioners were merely rehabilitated from their old tenements to new ones, and the onus to procure the NOC from MHADA and OC from the BMC lay with the Developer.

16. Mr Thorat submitted that the Petitioners suffered grave prejudice and difficulties; out of 9 Petitioners, around three, were always in financial difficulties. The six Petitioners have regularly paid their respective dues as the BMC demands for the past several years. For want of OC, he submits, that the petitioners could not even avail of the benefits of the amnesty scheme of the BMC for payment of taxes. Despite several requests, the BMC issued a single joint bill for all the 9 Petitioners. He submits that pursuant to the Court order dated 5th March 2020, the Petitioners have managed to deposit the entire disputed amount of rupees 76,33,651/- under protest and without prejudice to the rights and contentions of the Petitioners.

17. Mr Thorat submits that the Petitioners, therefore, seek a writ of mandamus directing the BMC to not only waive the water and sewer charges for non-supply of either but also waive the additional water charges and sewerage charges as well as the illegal penalty charged to the Petitioners for almost three decades. He submits that, admittedly, there has been no water connection to the said

property. He further requests that the BMC issue separate bills for each unit at the normal rates and also provide water connection to the Petitioners. He thus submits that the Petition be made absolute with exemplary costs.

18. Mr. Manek, representing BMC, vehemently opposed the Petition, questioning its maintainability and effectiveness after 24 years. He argued that the Petitioners had not effectively prosecuted the Petition and had not disclosed details of the death of some of the original Petitioners. He contended that the Petition involved disputed questions of facts and law and should be relegated to an alternative remedy.

19. Mr Manek submitted that by an order dated 27th April 2001, the BMC was directed to issue a provisional OC to the Petitioner's property under the condition that the BMC revise the property tax and the Petitioners clear the areas of those taxes within a period of 6 months. He accused the Petitioners of suppressing vital facts and failing to comply with a 2001 court order to pay property taxes and obtain a provisional OC.

20. Mr Manek submitted that the developer was required to obtain approval from the SRA within a period of 1 year for implementing the SRA scheme and submit an appropriate proposal to the MHADA along with the bank guarantee. Alternately, if the previous alternative was not possible, the Developer was directed to pay the MHADA the market price of the area equivalent to 1324 square feet (the recalculated area) within a period of 3 months.

21. Mr Manek then submitted that though the BMC issued the provisional OC on 14th January 2003, subject to conditions, the Petitioners failed to pay all the property taxes within six months. Moreover, the Developer also failed to comply with the directive to either pay the market price of 1,324 square feet or obtain approval from the Slum Rehabilitation Authority (“SRA”) and provide allotment of property in the new scheme at Antop Hill.

22. Mr. Manek argued that the Petitioners should have enforced the court order against the Developer and obtained an OC from MHADA, which they failed to do. By not doing so, he asserts that the Petition has become infructuous. He submits that the Petitioners have failed to take steps against the Developer for over 20 years to enforce their rights under the agreement with MHADA and obtain an OC from them. He stated that the Petitioners were illegally operating from the premises without an OC and were liable for prosecution under Section 471 of the Mumbai Municipal Corporation Act, 1888 (MMC Act). He emphasised that BMC could not be faulted for not granting the OC, and the Petitioners should have taken steps against the Developer. Having not done so, he submits that the Petition has become infructuous. He reiterates that the Petitioners have failed to take steps against the Developer for more than 20 years to enforce their rights under the agreement with MHADA and obtain an OC from them.

23. Mr Manek submits that since the Petitioners had failed to pay the statutory dues to the BMC towards the outstanding property taxes, penalty, etc., the BMC was constrained to take coercive action

against the Petitioners to recover their outstanding dues. He, therefore, submits that the action of the BMC cannot be faulted. According to Mr Manek, the Petitioners ought to have sued the developer and procured an OC for their premises, which they have failed to do. They now cannot, therefore, ask the BMC to waive the conditions which MHADA imposed on the Developer. Mr Manek submits that the Petitioners ought not to have taken occupation of the premises without the OC being issued for their premises. Having taken possession, the Petitioners can only be blamed for their acts, not the BMC.

24. Mr Manek submits that the Petitioners can only claim an OC from the BMC after they obtain an NOC from MHADA. He submits that due to the failure to obtain the NOC from MHADA, the Petitioners cannot claim that the BMC should grant the OC for the Petitioner's property. He lastly submits that the BMC cannot be faulted for non-grant of the OC to the Petitioners in the aforesaid circumstances, and thus, the Petition deserves to be dismissed.

25. Ms Apte, representing MHADA, argued that the Developer's breach prevented them from granting an NOC to BMC. She stated that the Developer failed to comply with the court's directions, and MHADA could not be blamed for withholding an NOC. She noted that the delay in compliance by the Petitioners and Developer led to the current situation.

26. Heard learned counsels and perused the papers and proceedings.

27. From the material on record, we find that the BMC and the MHADA, instead of going against the developer and builder, have been unnecessarily pressuring the petitioners, i.e. tenants of the rehabilitation front wing, to cough up amounts towards water supply and sewerage facilities that are not even supplied to them or which, in any event, should be recovered from the developer, if necessary by going against the rear side premises for which the BMC issued occupancy certificate without bothering to enforce the conditions of the IOD or IOA.

28. The record clearly shows that the developer had to surrender an area of at least 1324 sq. ft. or pay the market price in lieu of such surrender before any occupancy could be granted to the rear premises that the developer freely and commercially dealt with. The MHADA and BMC, instead of refusing the NOC or occupancy for these rear premises, insist upon denying occupancy to the front premises allotted to the tenants/previous occupants, i.e. the petitioners herein. Without such occupancy, the petitioners are held responsible for paying water and sewerage charges at many higher rates, even though they claim that no water connection is provided for their commercial premises in the front wing. All this is unreasonable and done to favour the developer at the petitioners' cost.

29. The MHADA was duty-bound to ensure that the developer(R4) surrenders an area of at least 1324 sq. ft. or pays the market price in lieu of such surrender before any NOC was issued by it to obtain occupancy for the rear side free sale component. The

MHADA failed to do this, thereby facilitating the developer to make commercial profits without paying the MHADA, which is a public authority, its dues. The BMC also quickly obliged by issuing an NOC for the rear portion, which it should not have done unless the tenants/occupants were rehabilitated in the front premises with a final NOC. For this default of the developer and the dereliction of duties by the MHADA and the BMC, the petitioners who have committed no defaults regarding surrender or payment of compensation are made to suffer.

30. The nexus between MHADA, BMC, and the Developer is apparent. There is no explanation for why, to date, the MHADA has not obtained the surrender of valuable property or compensation from the developer. The MHADA is not some private entity that can waive such conditions at its whims or fancies or foist such conditions indirectly on the tenants or occupants by pressuring them to pressure the developer. The developer has not even bothered to appear because it has nothing to lose and has already gained everything, thanks to the dereliction and unreasonable approach of the MHADA and BMC in this matter.

31. The MHADA and BMC, by not going against the developer and the rear wing, have not only caused a loss to the public exchequer but also to the Petitioners, resulting in untold sufferance. The Petitioners did not receive an OC, and the consequences faced by these tenants are quite horrendous. This episode lasted for more than two decades, during which MHADA and its authorities have clearly failed in performing their duties. They did not secure a bank

guarantee from the Developer or the square footage area or claim compensation from the Developer. Furthermore, they did not take any action against the Developer either before the order of 27th April 2001 or even thereafter when the Court gave specific directions to ensure that the builder provided, at the very least, the area or its market value consideration to MHADA.

32. Mr Thorat submitted that this dereliction by MHADA or the BMC's unreasonable approach points to systemic malaise of unholy nexus between the authorities and the developers/builders. He submits that there is no justification for not insisting upon bank guarantees, surrender of land, or compensation from the developer when the permissions are provided for all such conditions and instead going against the petitioners. Despite this Court's orders, the developer failed to comply, and the MHADA or BMC failed to enforce obligations against the developer.

33. Considering the conduct of MHADA's officials responsible for enforcing compliance, there is no good reason why the CEO of MHADA should not inquire into this transaction, identify the concerned officers, and take strict action following the law against them so that the allegation made by the petitioners about unholy nexus is not treated lightly. The record does show that the MHADA has not enforced its conditions regarding the bank guarantee or surrender of an area of at least 1324 sq. ft. or the market price in lieu of such surrender before any NOC was issued by it to obtain occupancy for the rear side free sale component. It is most surprising that, even after being informed, neither the concerned

officers nor their superiors handling/in charge of the matter were bothered to take any action whatsoever for the last two decades. This apparent lapse must be enquired into. The responsibility must also be fixed. Ultimately, the property that the developer had to surrender to MHADA or the compensation that the developer had to pay to MHADA would assume the character of public property or public monies. The MHADA officials ' inaction (Deliberate or otherwise) needs to be investigated from all angles.

34. The BMC is equally responsible. As an entity meant to serve the people, the BMC cannot and should not permit any building to exist without an OC. Evidently, no record shows that the BMC followed up with the MHADA authorities despite the order dated 27th April 2001. While the BMC was prompt in issuing bills to the Petitioners for occupying the premises, they did little to assist them in obtaining an OC and granting the necessary water and sewerage facilities, which was their inherent right. The BMC cannot act like a private party, focusing solely on revenue collection and forgetting the public or service element that should inform its actions. The BMC and its officers were indifferent to the problems faced by the Petitioners.

35. In our view, these authorities have chosen to evade their responsibilities by passing the buck, which is unacceptable. We fail to understand how MHADA issued an NOC for the residential wing, and the BMC granted the OC for the same. Were the BMC and MHADA unaware that the Developer was obligated to allocate certain square footage in the residential wing to MHADA? Even if

they were initially unaware, did they not know after the order dated 29th April 2001? The answer is clear: both authorities knew the Developer's obligations. It was the Developer's duty not only to surrender the specified area but also to provide a bank guarantee to secure all parties involved.

36. MHADA has failed to take any action against the Developer. They have not even bothered to file a reply in the past 20 years regarding the writ sought by the Petitioners. The BMC has also done little in this regard and chosen to go against the petitioners without any fault attributable to them, possibly because they were easy targets. Still, it is open to the MHADA to go against the developer to secure compliance. Still, it is open to the BMC to adopt a reasonable approach and consider the auction of developers' other unduly favoured properties if the BMC has to recover its dues. However, the action against the petitioners cannot be sustained in the facts of the present case.

37. In the aforesaid circumstances, we dispose of these petitions by passing the following orders:-

- (a) MHADA is directed to immediately and unconditionally issue a No Objection Certificate (NOC) to the Petitioners, with a copy provided to the BMC no later than 30th August 2024. Subsequently, the BMC shall unconditionally grant the Occupation Certificate (OC) to the Petitioners by 20 September 2024.

- (b) The BMC is directed to reconcile the payments made by the Petitioners for the entire period, covering either 20 years or from the date of possession, whichever is applicable. The Petitioners shall be charged at the standard rate that would have been applied if the Occupation Certificate (OC) had been granted from the time of their occupation. If the reconciliation reveals a surplus in the amounts collected, the BMC shall refund or adjust the excess to the Petitioner's account regarding civic dues. Conversely, the Petitioners must deposit the outstanding amount with the BMC within two weeks of such reconciliation and demand if there is a deficit.
- (c) We direct the CEO of MHADA to inquire into the entire episode and the conduct of the officers responsible, which resulted in a loss to the MHADA/public exchequer. Appropriate legal action should be taken against all those involved from the inception of the issue, including the grant of the No Objection Certificate (NOC) for the rear-wing residential building without insisting on the developer's compliance. This entire process is to be completed within six months from the date of this order.
- (d) The MHADA must take immediate steps to secure the surrender of an area of at least 1324 sq. ft. or the market price in lieu of such surrender from the developer and a

bank guarantee in the meantime so that the MHADA's losses are mitigated to some extent. The MHADA, due to the inaction of its officials, cannot waive or refuse to enforce such obligations of any developer or builder. Otherwise, the officials responsible must be made to pay for the losses caused to MHADA's/ public exchequer. This exercise must also be completed within six months.

- (e) The CEO of MHADA is directed to submit an affidavit of compliance to this Court by 15th March 2025. The affidavit should detail the inquiries carried out, the actions taken against those found responsible, the extent of the loss incurred and its current value. Additionally, the affidavit must outline the measures MHADA has taken to take to recover the losses from the developer and/or the responsible officers.

- (f) The BMC is directed to conduct a thorough investigation into the actions of the officers responsible for taking necessary measures following the order dated April 27, 2001. The BMC will specifically examine their failure to bring the matter to the attention of either the MHADA or the Court. The Deputy Commissioner of the BMC is instructed to submit a compliance affidavit detailing the findings of this investigation by March 15, 2025.

38. The Rule is made absolute in the above terms in both these petitions.

39. These Petitions are disposed of with no orders as to costs.

40. List the matters on 17th March 2025 to consider compliance reports.

(Kamal Khata, J)

(M.S. Sonak, J)