



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

WRIT PETITION (L) NO.11930 OF 2026

Ruzbeh Farock Deboo

...Petitioner

V/s.

The Executive Engineer – FN Division,
Mumbai Building Repairs and Reconstruction
Board and Ors.

...Respondents

Mr.Sudhanva S. Bedekar, Advocate for Petitioner.

Mrs.Manisha Jagtap, Advocate for Respondents-MHADA.

Mr.A.G.Damle (Sr.Advocate) i/b. Mr.J.P.Singh and Mr.B.S.Kulkarni,
Advocates for Respondent No.3.

Mr.Raviraj Gamare, Advocate for Respondent No.5.

CORAM : M.S.KARNIK &
S. M. MODAK, JJ.

DATE : 6th APRIL 2026

P. C. :-

1. Heard learned counsel for the Petitioner.
2. The Petitioner challenges the impugned order dated 30th March 2026 passed by the Respondent No.1 under Section 95-A(2) of the Maharashtra Housing and Area Development Act, 1976 (“**MHAD Act**”).
3. It is the grievance of the Petitioner that though the Petitioner was specifically informed by the landlord – Respondent No.4 that flat on Satish Sangar – This order is corrected as per speaking to the minutes order dated 15th April 2026



the front side would be allotted, the developer is now allotting the flat to the Petitioner on the back side of the building which is without any light and ventilation. This according to learned counsel for the Petitioner is contrary to the email dated 29th January 2026 received by the Petitioner in which such assurance is given including necessary compliance.

4. Learned Senior Advocate for the developer and Mrs. Manisha Jagtap for MHADA submitted that what is under challenge is notice under Section 95-A of the MHAD Act. It is further submitted that except the Petitioner, all other tenants have vacated the premises and signed Permanent Alternate Accommodation Agreement (“**PAA Agreement**”).

5. It is not possible for us to entertain the present Petition at the behest of the Petitioner when all other occupants have vacated the premises in question. The developer is willing to accommodate the Petitioner and sign the PAA Agreement but the dispute is regarding location of the flat. The remedy of the Petitioner is to file appropriate proceedings if it is the case of the Petitioner that the location of the flat does not suit his requirement or is in breach of the assurance given by the developer / landlord.



6. Keeping the aforesaid liberty open, we dispose of the Petition.
7. No coercive action be taken against the Petitioner for a period of four weeks from today subject to usual undertaking to be filed within one week. The Petition is rejected with liberty.

(S. M. MODAK, J.)

(M. S. KARNIK, J.)