



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

WRIT PETITION NO. 3616 OF 2025
WITH
CONTEMPT PETITION NO. 58 OF 2025
IN
WRIT PETITION NO. 3616 OF 2025
WITH
INTERIM APPLICATION (L) NO. 29105 OF 2025

Ashok R. Gala & Ors.	...	Petitioners
Versus		
Rajan Prabhakar Pathare	...	Contenmor
And		
State of Maharashtra & Ors.	...	Respondents

Mr. Parvinder Singh Sethi a/w. Mr. Sanket Sahu for the petitioners.
Mr. Himanshu Takke, AGP for the State in CONPW/58/2025.
Mr. Akshay P. Shinde for respondent no. 2-MHADA.
Ms. Pushpa Yadav i/b. Ms. Komal Punjabi for BMC in WP/3616/2025.
Mr. Amrut Joshi a/w. Ms. Shamiyana H. i/b. Arhat Legal for respondent no.4 in
CONPW/58/2025 and for respondent no. 7 in WP/3616/2025.

CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.

DATE: 6 November, 2025

P.C.

1. There are substantive orders passed on this petition from time to time. The question is in regard to the amount of transit rent being entitled to the petitioner. A co-ordinate Bench of this Court has passed an order dated 9 May, 2025 accepting undertaking from the petitioner. We are informed by Mr. Joshi, learned counsel appearing for the developer that in pursuance thereto an undertaking dated 9 May, 2025 was placed on record.

2. We have perused the undertaking. It appears that there is a breach of

undertaking, as 50% of the amounts as set out in paragraph 10 to be deposited within 10 days, were not deposited with the petitioner and/or there was delay.

Today, Mr. Joshi has tendered an affidavit on behalf of respondent no. 4 to the following effect:

“2. I say that in terms of the Order dated, 3rd November 2025. I am filing short affidavit to put on record as to the details of payments made by Respondent No.4 in satisfaction of the outstanding transit rent as under;

3. I state that as on 20th May 2025, a sum of Rs.1,38,69,000/- (Rupees One Crore Thirty Eight Lakhs Sixty Nine Thousand) was paid to the Respondent No.5 Society. Thereafter, on 6th September 2025, another sum of Rs.5,06,000/- (Rupees Five Lakhs Six Thousand), on 22nd September 2025, a sum of Rs.46,00,000/- (Rupees Forty Six Lakhs) and 13th October, 2025 a sum of Rs.46,00,000/- (Rupees Forty Six Lakhs) was deposited in the Respondent No.5 Society Account.

4. I therefore say that till today, a sum of Rs.2,35,97,000/- (Rupees Two Crores thirty Five Lakhs Ninety Seven Thousand) has been disbursed towards outstanding Transit Rent. Therefore, I say that substantial payments are already made by Respondent No.4, further Respondent No.4 taking all the necessary steps to complete the balance payment. Further, till date this Respondent has paid Rs,5,66,72,000/- (Rupees Five Crores Sixty Six Lakhs Seventy Two thousand) towards the Transit Rent in respect of the subject Units.

5. I may, take this opportunity to bring on record that the Principal Director, Respondent No. 4, i.e. Mr. Rajan Prabhakar Pathare suffered grievous health condition by way of brain stroke. And therefore, he was immobilized on account of brain health emergency. Therefore, the work of the project and compliance of the undertaking was delayed for some time.

6. The Respondent No. 4 taken all the necessary steps to do substantial compliance of the undertaking till date and has also taken out an Application seeking extension of time to comply with the undertaking i.e. IA(L) No.29105 of 2025, wherein the respondent no. 4 has set out in detail its circumstances and reasons for seeking extension in the said application. I claim to refer, keep to refer to and rely upon said application as and when produced.”

3. In addition thereto, he made the following submissions:

“1. In accordance with the affidavit filed before this Hon'ble court in May 2025, the Developer has made a payment of ₹1,38,69,000 to 23 members of the society. These payments have been credited to the society's account due to ongoing issues regarding these individuals' memberships.

2. Furthermore, ₹78,39,000 has been disbursed to 13 members of the

society, transferred directly to their individual accounts, as there is no dispute concerning their membership status. The Developer also applied for the Part Occupancy certificate in January 2025.

3. Regarding the execution of Permanent Alternate Accommodation Agreements(PAAA), the Developer sent a letter in October 2024 to the Society's Administrator, requesting to take steps to execute the PAAA. Further, last reminder letter was sent on 17th September, 2025 to the Administrator in this regard, who has again issued a Public notice in the newspapers on 8th October 2025 calling upon the members of the Society to submit their necessary documents for the purpose of completion of process of PAAA as well as the disbursal of the Transit Rent which is credit to the Society's Account. Due to the constant follow up by the Developer, the Administrator has fixed a meeting with the Members of the Society on 9th November 2025 for the purpose of PAAA as also in the context of Society elections.

Already a sum of Rs 24,43,000/- per Unit is disbursed and an outstanding sum of Rs 2,69,000/- per Unit will be settled towards the Petition Units upon handing over the possession of their respective flats.”

4. In the aforesaid circumstances, the Competent Officer of MHADA, in our opinion, needs to examine as to what is the actual payment due and payable considering all the payments which are so far paid and deposited in the account of the Society by respondent no. 4. Let this exercise be undertaken within two weeks from today. Initially, the parties are directed to appear before the Competent Officer on 11 November, 2025 along with all relevant documents. The Administrator of the Cooperative Society is also directed to appear along with bank statement for the relevant period indicating the deposit of the amounts by respondent no. 4 in the account of the Society. The Competent Authority shall hear all the parties and prepare an appropriate statement of the amounts received and the amount, if any, are outstanding and payable to the petitioner. Let this be placed on affidavit on the adjourned date of hearing.

5. We may also observe that in the event, we come to a conclusion that there is an intentional disobedience of the order passed by this Court or breach of

undertaking, we shall proceed to pass appropriate orders against respondent no. 4 as the law would mandate.

6. Stand over to **27 November, 2025 (H.O.B.)**.
7. Reply affidavit, if any, be filed and served on all the parties well in advance.
8. Parties to act on the authenticated copy of this order.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)