



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

WRIT PETITION (L) NO. 37238 OF 2025

Amit Mahadev Parkhande

...Petitioner

Vs.

Maharashtra Housing
and Area Development
Authority (MHADA)

...Respondent

Adv. Nikhil V. Adkine a/w Adv. Avinash A. Bailmare a/w Adv.
Shubham Choudhari - Advocate for the Petitioner

Adv. Anjali Ghuge - for the Respondent No. 4 (BMC/MCGM)

Adv. Aparna Kalathil i/by Adv. P. G. Lad – For Respondent Nos. 1 to 3

Adv. Omkar G. - For Respondent Nos. 5 to 8

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

DATE : 09th APRIL 2026

P. C. :-

1. Heard learned counsel for the Petitioner, learned counsel for-
Respondent Nos. 5 to 8-Developer.

2. Learned counsel for the Developer submits that tripartite
agreement has already been executed between the Petitioner and
Developer. Petitioner is willing to pay arrears of transit rent in terms of



agreement. According to the Petitioner, the arrears are to the tune of Rs. 68,00,000/-. According to the Developer, arrears are payable are approximately Rs. 26,00,000/-.

3. The learned counsel for the Developer on instructions has stated that developer is bound to pay transit rent in terms what is agreed in tripartite agreement, the only question is quantification of arrears of rent. The Petitioner has preferred detailed representation to the Chief Officer of Mumbai Building Repairs and Reconstruction Board on 21.01.2025.

4. The Petitioner is permitted to file an additional representation with all calculations regarding arrears due and payable in terms of tripartite agreement within a period of two weeks from today before Respondent No. 1.

5. Within period of two weeks thereafter, the Developer to submit his calculation in terms of tripartite agreement.

6. The Respondent No. 1-MHADA or the authority delegated by him to quantify the amount of arrears of rent in terms of tripartite agreement executed in between the Petitioner and Developer.

7. On such quantification, we may direct the developer to deposit



the amount with Respondent No. 2-Chief Officer or pay the same to the Petitioner. In the meantime, since the Developer has admitted that arrears are to the extent of Rs. 26,00,000/-, we direct the Developer to pay amount to the tune of Rs. 26,000,000/- to the Petitioner within a period of four weeks from today.

8. Keeping all contentions open, the Writ Petition is disposed of.

(S. M. MODAK, J.)

(M. S. KARNIK, J.)