IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.12863 OF 2025

Ariisto Realtors Private Limited ***...Petitioner***

V/s.

District Deputy Registrar, Co-operative Societies, Mumbai and Ors. ***...Respondents***

Mr. Chetan Kapadia, Senior Advocate with Mr. Aman Kacheria, Mr. Bhavik Mehta and Ms. Hetal Jobanputra i/b Dhruve Liladhar & Co. for the Petitioner.
Ms. Vinodini Srinivasan i/b Prakash & Co. for Respondent Nos. 2 to 5.

Ms. Vaishali S. Nimbalkar, AGP for Respondent-State.

CORAM: SANDEEP V. MARNE, J.

JUDGMENT RESD. ON: 9 JULY 2026

JUDGMENT PRON. ON: 17 JULY 2026

JUDGMENT:

1) The Petition is filed by a developer who is opposing conveyance of the land in favour of the organization of flat purchasers with a view to exploit the additional FSI arising from the land due to change in the FSI regime.

2) The Petitioner-Developer has filed the present Petition challenging the Order dated 14 July 2025 passed by the District Deputy Registrar, Co-operative Societies, Mumbai City (3) and Competent Authority **(Competent Authority)** granting certificate of unilateral deemed conveyance of the land and the building in favour of Respondent No.2-society. The main grievance of the Petitioner is about jurisdiction exercised by the Competent Authority in entertaining second application for deemed conveyance after rejection of the first application vide order dated 10 March 2025.

3) Petitioner is a developer in whose favour Development Agreement dated 3 March 2010 and Supplementary Deed dated 3 March 2010 was executed by Respondent No. 3 to 5/ their predecessors in title in respect of land bearing Survey No.161A/2, Hissa-4 (Part) and 4B (Part), Survey No.161A, Hissa No.7 (Part), 9, 10, 11 (part) and 12, CTS No.1520/A, Village-Vile Parle (West), S.V. Road, Mumbai-400 056. In pursuance of the Development Agreement, the Petitioner constructed building known as 'Ariisto Cloud' on the subject land. It appears that another building was already constructed by a different developer on the subject land in respect of which Kum Kum Apartments Cooperative Housing Society Limited **(Kum Kum Society)** is formed. It appears that there were some disputes between the Petitioner, landowners and Kum Kum Society and accordingly, a Tripartite Deed of Irrevocable Perpetual Lease dated 9 September 2011 was executed in favour of Respondent No.6, under which Respondent No.6 was permitted to use a total FSI not exceeding 2674.13 sq.m. and all the additional FSI was to be utilised solely by the Petitioner. Though the future additional FSI and TDR was to exclusively belong to the landowners, Petitioner was given the right to utilise the same by paying additional consideration @Rs.51,000/- per sq.m. to the landowners.

4) Petitioner entered into Agreements for Sale under Section 4 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management And Transfer) Act, 1963 **(MOFA)** with the flat purchasers of the building Ariisto Cloud. Petitioner completed the construction of the building Ariisto Cloud comprising ground plus 9 upper floors, 12 residential flats, one commercial unit and 2 commercial shops. Flat purchasers of Ariisto Cloud building have formed Respondent No. 2 Society.

5) Petitioner claims that additional FSI of 841.16 sq.m. was made available in terms of Development Control and Promotion Regulations, 2034 **(DCPR, 2034)**. Petitioner claims that it has filed application dated 23 October 2024 with the Municipal Corporation for utilisation of additional FSI of 841.16 sq.m. on the subject property. According to the Petitioner, landowners are also members of Respondent No.2-society and that both have got together for the purpose of defeating Petitioner's right to exploit additional FSI on payment of consideration agreed in the Development Agreement. After demanding conveyance vide letter dated 16 August 2024, Respondent No.2-society filed Application No. 179 of 2024 seeking unilateral deemed conveyance of the subject land. The Application was resisted by the Petitioner by filing affidavit in reply. By order dated 10 March 2025, the Competent Authority rejected Application No.179 of 2024 on the ground that the same was premature since construction of the building was incomplete and Petitioner was yet to consume unutilised FSI admeasuring 81.03 sq.m. as well its entitlement to utilise additional FSI by paying premium to the owner @Rs.51,000/- per sq.m. The society was, however, granted liberty to file a fresh application.

6) Respondent No.2-society filed fresh Application No. 56 of 2025 once again claiming deemed conveyance in respect of the subject land on the ground that the building had already received completion certificate and that the balance FSI was only 3.25 sq.m. Petitioner opposed the second application for deemed conveyance *inter alia* on the ground of *res judicata*. However, the Competent Authority has allowed the Application No. 56 of 2025 by impugned order dated 14 July 2025 and granting certificate of unilateral deemed conveyance of land admeasuring 1241.65 sq.m. from the larger Plot bearing CTS No. 1520/A alongwith the building standing thereon. The Petitioner is aggrieved by order dated 14 July 2025 and has accordingly filed the present Petition.

7) Mr. Kapadia, the learned Senior Advocate appearing for the Petitioner, submits that the impugned order dated 14 July 2025 passed by the Competent Authority is without jurisdiction. That the Competent Authority has exercised the power of review while passing the impugned order, which it does not have. That the Competent Authority has virtually modified its findings about the exact unconsumed FSI, incomplete construction of building and Petitioner's right to utilise future additional FSI while passing the impugned order. He submits that the second application for deemed conveyance was not maintainable as the eventualities for exercising the liberty granted in the order dated 10 March 2025 were yet to occur. That the liberty was exercisable only after

Petitioner utilised the balance unconsumed FSI and future additional FSI. That, however, society filed second application for deemed conveyance within 3 months of rejection of the first application. Mr. Kapadia further submits that the issue involved in the petition is squarely covered by judgment of the Apex Court in ***Faime Makers Pvt. Ltd. vs. District Deputy Registrar, Co-operative Societies (3), Mumbai***[1] wherein in similar circumstances, this Court set aside order passed by the competent authority entertaining second application by exercising power of review after rejection of the first application. He also relies on judgment of this Court in ***B.K. Corporation vs. State of Maharashtra and Ors.***[2] In support of his contention that power of review is not an inherent power of the Court and that quasi-judicial authorities can exercise only those powers which are expressly conferred on them by the statute, he relies on judgment of the Apex Court in ***State of West Bengal and Ors. Vs. Jai Hind Pvt. Ltd.***[3]

8) Mr. Kapadia further submits that the Competent Authority has erroneously relied on the so-called consent terms dated 16 June 2025 executed between Respondent No.2-society and Respondent Nos.3 to 5. That the consent terms are shown to have been executed in Application No.179 of 2024, which was already disposed of on 10 March 2025. That thus, the alleged consent terms are shown to have been executed in disposed of proceedings. He submits that Respondent Nos.3 to 5 have now joined hands with Respondent No.2-society for the purpose of escaping the obligations arising out of the covenants of the

[1] (2025) 5 SCC 772
[2] Writ Petition No. 2453 of 2018 decided on 9 June 2026
[3] (2026) 5 SCC 481

Development Agreement. That the landowners are avoiding contractual obligations by enforcing conveyance in favour of the society acting in their capacity as members.

9) Mr. Kapadia further submits that Petitioner did not receive notice of second Application No.56 of 2025, which is decided without grant of opportunity of hearing to the Petitioner. That since the order passed is in gross violation of principles of natural justice, the impugned order deserves to be set aside. Mr. Kapadia, therefore, prays for setting aside the impugned order dated 14 July 2025 passed by the Competent Authority.

10) Ms. Vinodini Srinivasan, the learned counsel appearing for Respondent Nos.2 to 5, opposes the Petition. She submits that the Petitioner was duly served with the notice of Application No.56 of 2025. That there are records of postal acknowledgement and published notices on the file of the Competent Authority. She further submits that the second application for deemed conveyance (Application No. 56 of 2025) was filed in terms of liberty granted vide order dated 10 March 2025. That the entire construction of the building is complete as per the sanctioned plans. That building completion certificate has been issued by the Municipal Corporation on 23 February 2015. That the Competent Authority had granted liberty to file fresh application after completion of construction. That the liberty did not mean that the fresh application was to be filed after consumption of additional FSI by the Petitioner. She invites my attention to Clause 23.3 of MOFA Agreement, under which the Petitioner agreed to convey the land and the building upon sale of all flats in the building. That in Section 4 Agreement executed with the purchasers, there is no arrangement of further construction by utilisation of future additional FSI. That the so-called arrangement with the landowners in the Development Agreement does not bind the flat purchasers of the society. That in any case, Petitioner has not paid the agreed amount to the landowners nor has exercised the option of utilising the additional FSI. She submits that the future additional FSI now claimed by the Petitioner flows out of change in FSI regime and it is impermissible for the Petitioner to deny conveyance on the ground of availability of future additional FSI. She relies on judgment of this Court in ***Flagship Infrastructure Ltd. vs. The Competent Authority***[4] in support of her contention that conveyance needs to be executed within a period of 4 months of registration of the society as specified in Rule 9 of MOFA Rules and that the period specified in the agreement for sale for conveyance does not mean indefinite time till the developer continues to utilize future additional FSI.

11) Lastly, Ms. Srinivasan submits that this Court need not interfere in the impugned order in exercise of extraordinary jurisdiction under Article 227 of the Constitution of India. She submits that setting aside the impugned order would revive illegal order dated 10 March 2025. In support, she relies on judgment of the Apex Court in ***Gadde Venkateswara Rao vs. Government of Andhra Pradesh and Ors.***[5] and ***Maharaja Chintamani Saran Nath Shahdeo vs. State of Bihar and Ors.***[6] Ms. Srinivasan prays for dismissal of the Petition.

[4] Writ Petition No.151 of 2019 decided on 15 April 2025
[5] 1965 SCC Online SC 25
[6] (1999) 8 SCC 16

12) I have also heard Ms. Nimbalkar, the learned AGP appearing for the State.

13) Rival contentions urged on behalf of the parties now fall for my consideration.

14) The main point urged by the Petitioner for challenging the impugned order of deemed conveyance dated 14 July 2025 is about the jurisdiction of the Competent Authority in entertaining second application for deemed conveyance after rejection of the first application vide order dated 10 March 2025.

15) In the present case, Respondent No. 2-society had filed Application No.179 of 2024 seeking conveyance of the land and the building under Section 11(3) of MOFA. The Application was opposed by the Petitioner contending *inter alia* that it is yet to exploit the development potential in the land. Accepting the objection raised by the Petitioner, the Competent Authority rejected Application No.179 of 2024 holding the same to be premature by its order dated 10 March 2025. The Competent Authority held that the construction of the existing building is incomplete in respect of the ground and the first floors. It was held that the Petitioner is yet to exploit unutilised FSI admeasuring 81.03 sq.m. Thirdly, it was held that Petitioner is entitled to utilise additional FSI by paying premium to the owner @Rs.51,000/- per sq.m. The society was, however, granted liberty to file a fresh application.

16) It appears that after rejection of the Application No. 179 of 2024, consent terms were arrived at between the landowners (Respondent Nos. 3 to 5) and Respondent No. 2-Society on 16 June 2025, under which the landowners expressed willingness to convey the land in favour of the Society. Respondent Nos. 3 to 5 apparently own flats in the building of the society and the Petitioner accuses collusion between the landowners and the society in entering into the consent terms.

17) After the consent terms, Respondent No.2-society filed fresh Application No. 56 of 2025, once again claiming deemed conveyance in respect of the subject land on the ground that the building had already received completion certificate and that the balance FSI was only 3.25 sq.m. and not 81.03 sq.m. as claimed by the Petitioner. Petitioner opposed Application No. 56 of 2005 *inter alia* on the ground of *res judicata*. However, the Competent Authority has allowed the Application No. 56 of 2025 by Order dated 14 July 2025 and has granted certificate of unilateral deemed conveyance of land admeasuring 1241.65 sq.m. from the larger Plot bearing CTS No. 1520/A alongwith the building standing thereon in favour of Respondent No. 2 society.

18) In the light of the above position, Petitioner has challenged the Order dated 14 July 2025, contending that the same is without jurisdiction as the Competent Authority has reviewed its earlier Order dated 10 March 2025, which power it does not have.

19) By now, the law is well-settled that power of review is not an inherent power and it needs to be conferred on the Court, Tribunal or quasi-judicial authority by a statute. It is also settled that the competent authority exercising quasi-judicial powers under Section 11 of MOFA cannot exercise power of review, which is not expressly conferred on it. Mr. Kapadia is right in relying on the judgment of the Apex Court in ***State of West Bengal vs. Jai Hind Pvt. Ltd.*** (supra), in which it has held in paras-41, 72 and 73 as under:

> **41.** It is well-settled that the power of review is not an inherent power of the Court. It is also equally well settled that quasi-judicial authorities can exercise only those powers which are expressly conferred upon them by the statute. Hence, the power of review, which is not inherent, must be conferred upon the quasi-judicial authority by means of a specific provision in the statute.
> ***
> **72.** At a more fundamental level, allowing a Revenue Officer to review its own concluded quasi-judicial order would trench upon the constitutional doctrine of separation of powers, which constitutes part of the basic structure of the Constitution. Though vested with limited adjudicatory functions, authorities under the WBEA Act, 1953, remain essentially members of the executive branch and are neither part of the judicial organ nor equipped with the institutional safeguards that attend judicial office, such as independence from executive control.
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> **73.** The power of review is essentially a core judicial function, and conferring such a power upon executive authorities, absent an express legislative mandate, would blur the constitutionally mandated demarcation between the executive and the judiciary, permit the executive authorities to sit in judgment over their own decisions, and erode the Rule of Law by diluting finality. Any contrary construction would, therefore, be inconsistent with legislative intent and would impermissibly encroach upon the basic structure of the Constitution.

20) In the context of exercise of power of review by the Competent Authority under Section 11 of MOFA, there is a direct judgment of the Apex Court in ***Faime Makers Pvt. Ltd.*** (supra), in which it is held that the Competent Authority cannot exercise the power of review. The judgment of the Apex Court in ***Faime Makers Pvt. Ltd.*** is followed by this Court in ***B.K. Corporation*** (supra). The ratio of both the judgments in discussed in latter part of the judgment.

21) Mr. Kapadia has contended that by following settled position of law as enunciated in the judgment of the Apex Court in ***Faime Makers Pvt. Ltd.*** and of this Court in ***B.K. Corporation***, the order passed by the Competent Authority on 14 July 2025 in second application deserves to be set aside. However, it needs to be examined whether the Competent Authority has exercised the power of review in the present case and whether the ratio of judgments in ***Faime Makers Pvt. Ltd.*** and ***B.K. Corporation*** can be applied to the facts of the present case. It is well-settled principle of law that judgment is an authority for what it decides and not what can be logically deduced therefrom. [**SEE:** ***Commissioner of Customs (Port), Chennai vs. Toyota Kirloskar Motor (P) Ltd.***[7] and ***Secundrabad Club and Ors. Vs. CIT and Ors.***[8]]. Judgments are not to be read as Euclid's theorem nor as provisions of a statute. Even little difference in factual situation can make a world of difference in conclusion in the two cases. Reference in this regard can be made to the judgment of the Apex Court in ***Union of India and Anr. vs. Major Bahadur Singh***[9], in which it is held in paras 9 to 12 as under:

> **9. The courts should not place reliance on decisions without discussing as to how the factual situation fits in with the fact situation of the decision on which reliance is placed. Observations of the courts are neither to be read as Euclid's theorems nor as provisions of the statute and that too taken out of their context.** These observations must be read in

[7] (2007) 5 SCC 371
[8] 2023 SCC OnLine 1004
[9] 2005 SCC OnLine SC 1669

the context in which they appear to have been stated. **Judgments of the courts are not to be construed as statutes.** To interpret words, phrases and provisions of a statute, it may become necessary for judges to embark into lengthy discussions but the discussion is meant to explain and not to define. Judges interpret statutes, they do not interpret judgments. They interpret words of statutes; their words are not to be interpreted as statutes. In *London Graving Dock Co. Ltd.* v. *Horton* [1951 AC 737 : (1951) 2 All ER 1 (HL)] Lord MacDermott observed : (All ER p. 14 C-D)

> "The matter cannot, of course, be settled merely by treating the *ipsissima verba* of Willes, J., as though they were part of an Act of Parliament and applying the rules of interpretation appropriate thereto. This is not to detract from the great weight to be given to the language actually used by that most distinguished judge...."

10. In *Home Office* v. *Dorset Yacht Co.* [(1970) 2 All ER 294 : 1970 AC 1004 : (1970) 2 WLR 1140 (HL)] Lord Reid said : (All ER p. 297*g-h*)

> "Lord Atkin's speech ... is not to be treated as if it were a statutory definition. It will require qualification in new circumstances."

Megarry, J. in *Shepherd Homes Ltd.* v. *Sandham (No. 2)* [(1971) 1 WLR 1062 : (1971) 2 All ER 1267] observed : (All ER p. 1274*d-e*) "One must not, of course, construe even a reserved judgment of even Russell, L.J. as if it were an Act of Parliament;" and, in *Herrington* v. *British Railways Board* [(1972) 2 WLR 537 : (1972) 1 All ER 749 : 1972 AC 877 (HL)] Lord Morris said : (All ER p. 761*c*)

> "There is always peril in treating the words of a speech or a judgment as though they were words in a legislative enactment, and it is to be remembered that judicial utterances are made in the setting of the facts of a particular case."

11. Circumstantial flexibility, one additional or different fact may make a world of difference between conclusions in two cases. Disposal of cases by blindly placing reliance on a decision is not proper.

12. The following words of Hidayatullah, J. in the matter of applying precedents have become locus classicus: (*Abdul Kayoom* v. *CIT* [AIR 1962 SC 680] , AIR p. 688, para 19)

> "*19*. ... Each case depends on its own facts and a close similarity between one case and another is not enough because even a single significant detail may alter the entire aspect, in deciding such cases, one should avoid the temptation to decide cases (as said by Cardozo) by matching the colour of one case against the colour of another. To decide, therefore, on which side of the line a case falls, the broad

> resemblance to another case is not at all decisive."
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> ***
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> "Precedent should be followed only so far as it marks the path of justice, but you must cut the dead wood and trim off the side branches, else you will find yourself lost in thickets and branches. My plea is to keep the path to justice clear of obstructions which could impede it."
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> *(emphasis added)*

22) It therefore needs to be seen as to whether the facts and circumstances of the present case are similar to the ones involved in ***Faime Makers Pvt. Ltd.*** and ***B.K. Corporation*** for applying the ratio therein to the present case. Before proceeding further, it must be observed that the Competent Authority had granted liberty to Respondent No. 2-society to file a fresh application for deemed conveyance and in that sense, it is difficult to accept the proposition that the Competent Authority has reviewed its own order. The contention that the occasion for exercising the granted liberty is yet to occur is an argument different than the contention that the Competent Authority has reviewed the earlier order. The contention of absence of power of review can be raised only where the Competent Authority plainly rejects the application for deemed conveyance (without granting any liberty) but still entertains a successive application and grants the same. In a case involving rejection of earlier application with grant of liberty to file a fresh one after a specified eventuality, the issue of consideration would always be whether the occasion for exercise of the liberty has occurred or not. Mr. Kapadia has however contended that in ***Faime Makers Pvt. Ltd.*** and ***B.K. Corporation*** also, liberties were granted for filing of fresh applications for deemed conveyance and that the fresh applications were entertained and granted even before the eventuality for exercise of liberty was yet to occur. The argument, I must observe, proceeds on an admission that the judgments in ***Faime Makers Pvt. Ltd.*** and ***B.K. Corporation*** are rendered in the facts of those cases where the occasion for exercise of the granted liberty was yet to occur. It would therefore be necessary to consider the factual situation in both the cases.

23) In ***Faime Makers Pvt. Ltd.***, the landowner had executed an Indenture of Lease in favour of respondent No.3 therein who had granted development rights over the leased land in favour of the developer. The developer constructed unauthorised building on the leased land without approved plans. The landowner thereafter executed deed of conveyance in favour of the appellant before the Apex Court who claimed ownership rights in the larger land including the leased land on which the building got constructed. The lessee (respondent No.3) filed a suit against the appellant and against the original landowner. The suit was compromised and it was agreed to divide the larger property into two portions. The lessee executed deed of surrender of leasehold rights in one portion whereas Respondent No. 3 recognised the leasehold rights of the lessee in respect of the balance portion. This arrangement changed the identity of land on which the building was constructed and it was unclear whether that land fell into ownership of Respondent No. 3 or in leasehold rights of the lessee. This resulted into difficulty in identifying whether the lessee retained any rights in respect of the land on which the building was constructed. The flat purchasers formed a society and applied for certificate of unilateral deemed conveyance under Section 11 of MOFA. The application was rejected by the competent authority *inter alia* on the ground of difficulty in identifying the land in respect of which leasehold rights could be granted in favour of the society. The Competent Authority directed the parties to first seek appropriate relief from the competent civil court and granted liberty to the society to file a fresh application for deemed conveyance. Instead of approaching the civil court to resolve the legal complications, a fresh application was filed by the society before the Competent Authority, which was allowed, granting assignment of leasehold rights in the land in favour of the society. This Court upheld the order of the Competent Authority. It is in the light of these peculiar facts that the Apex Court held that the society could approach the Competent Authority afresh only after getting the complications sorted out before the appropriate court. This is a reason why the second order passed by the Competent Authority granting deemed conveyance was set aside by holding that the High Court had erred in giving a different interpretation to the first order of rejection.

24) In the light of the above peculiar factual position, the Apex Court has held in paras 19, 21, and 23 to 27 of the judgment in ***Faime Makers Pvt. Ltd*** as under:

> **19.** Having considered these submissions and having perused the order dated 22-2-2021, we have no hesitation to hold that there was no unconditional liberty granted to Respondent 2 Society to apply for the unilateral assignment of leasehold rights. The order dated 22-2-2021 is very clear that complications had arisen because of various transactions inter se parties at different points of time. The relevant facts have already been noted in the earlier part of this judgment.
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> x x x
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> **21.** A plain reading of the above findings of the competent authority in its

order dated 22-2-2021 leaves no manner of doubt that Respondent 2 Society could approach the competent authority afresh for the unilateral assignment of leasehold rights only after getting the complications sorted out before the appropriate court. The order clearly indicates that the competent authority could not grant leasehold rights under the existing set of facts until and unless the complications were sorted out.

x x x

23. It has been settled by this Court that the principle of res judicata applies to and binds quasi-judicial authorities. This Court in *Ujjam Bai* v. *State of U.P.* [1962 SCC OnLine SC 8] has taken the view that principles of res judicata equally apply to quasi-judicial bodies. Whenever a judicial or quasi-judicial tribunal gives a finding on law or fact, its findings cannot be impeached collaterally or in a second round and are binding until reversed in appeal or revision or by way of writ proceedings.

24. The characteristic attribute of a judicial act or decision is that it binds, whether right or wrong. Thus, any error, either of fact or law, committed by such bodies cannot be controverted otherwise by way of an appeal or revision or a writ unless the erroneous determination relates to the jurisdictional matter of that body.

25. This position has been further reinforced in *Abdul Kuddus* v. *Union of India* [(2019) 6 SCC 604] which relies upon *Ujjam Bai* [*Ujjam Bai* v. *State of U.P.*, 1962 SCC OnLine SC 8] . In *Abdul Kuddus*, this Court held that the opinion by the Foreigners Tribunal is a quasi-judicial order. Therefore, it would be incorrect to hold that the opinion of the Tribunal and/or the consequential order passed by the registering authority would not operate as res judicata. Further, it was established that any quasi-judicial authority would not ordinarily have the power to unilaterally take a contrary view taken by a coordinate or predecessor authority at an early point in time.

26. From the foregoing discussion, it is evident that once a competent authority (quasi-judicial in nature) settles an issue, that determination attains finality unless it is set aside in accordance with law.

27. In our opinion, the High Court erred in giving a different interpretation to the above text of the first order dated 22-2-2021. The High Court had extracted the above findings, conclusions, and directions in its impugned order [Faime Makers (P) Ltd. v. Registrar, Coop. Societies (3), 2023 SCC OnLine Bom 2495] but still moves on to hold that unconditional liberty was given to Respondent 2 Society, which in our opinion, was not correct.

25) In ***B.K. Corporation***, a civil suit was filed by Noble House CHSL in the City Civil Court seeking conveyance of land by impleading the promoter, original landowners and other societies in the layout. During pendency of the suit, Apeksha CHSL filed first application for deemed conveyance, which was rejected by the Competent Authority holding that the same was premature. Liberty was granted to Apeksha CHSL to file a fresh application after decision of the civil suit. Without challenging the first rejection order and during pendency of the civil suit, Apeksha CHSL filed second application for deemed conveyance, which was allowed by the Competent Authority. This Court followed the ratio of the judgment in ***Faime Makers Pvt. Ltd.*** and held that the second application for deemed conveyance was not maintainable in view of liberty granted to file fresh application only after decision of the civil suit.

26) Thus, in ***Faime Makers Pvt. Ltd.***, complications had arisen because of various transactions *inter se* between the parties at different points of time. Therefore, liberty was granted to file fresh application for deemed conveyance after getting the complications relating to identification of property to be conveyed sorted out from the civil court. In that case, consent terms resulted in exchange of land between the owner and the lessee, and it had become difficult to know whether lessee had retained any right in respect of the land on which the building was constructed. Therefore, liberty to file fresh application for deemed conveyance was granted only after getting the said complications sorted out from the civil court. Similarly, in ***B.K. Corporation***, liberty to file fresh application was granted only after decision of pending civil suit. Thus, in both the cases, it was necessary that an adjudication from civil court was required and therefore the Competent Authority had rejected the first applications for deemed conveyance, granting liberty to the society to apply afresh after decisions of the civil court.

27) In the present case, no adjudication by a civil court is necessary for the purpose of deciding the prayer for deemed conveyance made by the second Respondent-society. There are no disputes about sharing of land between Ariisto Cloud CHSL (Respondent No.2) and Kum Kum Apartments CHSL (Respondent No.6). There are no disputes with the landowners, who are more than happy to convey the subject land in favour of second Respondent-society. Mr. Kapadia has in fact alleged that the landowners are hand in gloves with the second Respondent-society. The only dispute is with regard to Petitioner's alleged right to utilise future additional FSI by paying consideration. The landowners do not desire to utilise any future additional FSI and are possibly aware of the settled law that possibility of future additional FSI can never be a ground for delaying conveyance of land for eternity. Reference in this regard can be made to the judgment of Division Bench of this Court in ***Lakeview Developers vs. Eternia Co-operative Housing Society Limited***[10], in which it has held in paras-55 to 56 as under:

> **55.** In our view, therefore, from the aforesaid judgment, it is clear that the developer cannot claim that he can continuously exploit the building potential for eternity without conveying the land in favour of the Society. The obligation to convey the land in favour of the Society within a prescribed time and the obligation to make true and full disclosure under Clauses 3 and 4 of Form V remains unfettered. If the full development potential of the land is exhausted and the obligation for conveyance of land in favour of the Society has arisen as per the Act and Rules and if the developer fails to do so then any further benefit which would accrue to the developer on account of any additional TDR

[10] 2015 SCC Online Bom 3824

or FSI made available, cannot be used by him for the purpose of construction of additional buildings. For example, recently, the Government of Maharashtra has announced that the FSI which would be available in the City of Greater Mumbai would be increased by 0.6. The benefit of this announcement cannot be availed by a developer who has not conveyed the property in favour of the Society though he was under legal obligation to do so, having fully developed the building potential of the land under building as per true and full disclosure under Section 3 and 4 of the said Act and Clauses 3 and 4 of Form V of the said Rules. He, therefore, cannot having failed in its obligation to convey the property within the time prescribed thereafter claim that full building potential has not been utilized and claim right to construct further buildings.

56. In our view, from the facts and circumstances of the present case, it can be seen that though the developer/promoter had fully utilized the full FSI/potential of the land and was under an obligation to convey the property after construction of the 10th building on Sector IV-A, he is now trying to construct four other buildings by claiming additional TDR and trying to load it on the four additional buildings. In our view, prima facie, it can be seen that full development potential/FSI has already been utilized by the developer and its claim that additional buildings were constructed by utilizing the additional TDR prima facie does not appear to be correct if the layout plan produced by the Plaintiffs/Societies is taken into consideration.

28) The principle is applied by this Court in ***Kiran Builders Pvt. Ltd. vs. Kalpita Enclave Co-operative Housing Society Ltd. and Ors.***[11]

29) On account of the above settled position of law, the landowners are no longer interested in monetising the future additional FSI in respect of the subject land, though the Development Agreement makes them entitled to receive consideration @ Rs. 51,000/- per sq.m. for additional FSI. On the other hand, Petitioner-developer wants to milk the additional FSI flowing out of introduction of DCPR, 2034. This is clear from the following pleadings in the Petition:

3.10. Be that as it may, in terms of Development Control and Promotion Regulations, 2034, since additional FSI / TDR was available for the Petitioner to use, the Petitioner had categorically intimated to the Respondents their

[11] Writ Petition No.9694 of 2017 decided on 18 June 2026

> intention to utilise such additional FSI. As per the Petitioner's computation, this additional FSI that has now become available to be utilized is a substantial amount of 841.16 sq.mts.
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> x x x
>
> 3.12. In furtherance of its rights under the Development Agreement, read with the irrevocable POA and Supplementary Deed, the Petitioner filed an Application dated 23rd October 2024 with the Brihanmumbai Municipal Corporation ("**BMC**"), which was resubmitted by the Petitioner on 16th June 2025, 24th June 2025 and 9th July 2025 *inter alia* for utilization of the additional FSI / TDR of 841.16 sq. meters on the Subject Property. In order to not burden the record of this Hon'ble High Court, the Petitioner is not annexing the said applications to this Petition but craves leave to refer and rely upon the same as and when required.

30) Petitioner relies on clause 12 of the Development Agreement dated 3 March 2010 in support of its contention of right to utilise future additional FSI/TDR which reads thus:

> 12. The Developers shall be entitled to consume and utilize the Development Potential on the said Property. It is agreed that all the future additional FSI including TDR or any other FSI available shall exclusively belong to the Owners. It is further agreed that any future FSI/TDR that may become available after consuming and utilizing the total FSI / TDR to the extent of the Development Potential, shall belong exclusively to the Owners PROVIDED HOWEVER THAT the Developer shall at its own option be entitled to utilize such additional FSI/TDR available by paying an additional consideration computed at the rate of Rs.51,000/- (Rupees Fifty one thousand only) per square meter of such additional FSI/TDR to the Owners, to be divided equally. It is clarified that all other cost including cost of TDR to be borne by the Developers only.

31) It is highly debatable as to whether clause 12 of the Development Agreement can create any right in favour of the Petitioner to utilise future additional FSI arising out of the subject land under Section 11(1) of MOFA read with the Agreements for Sale required to be executed in Form-V of the MOFA Rules. It is a statutory obligation on the part of the Petitioner to perfect its title in respect of the land and to convey its right, title and interest in the land and the building in favour of organisation of flat purchasers within a period of 4 months of formation of such organisation. Thus, everything belonging to the landowner and the promoter must be transferred to the organisation of flat purchasers. It is impermissible to retain any right in the land by the owner after a housing scheme is implemented on the land, the building is constructed by consuming the sanctioned FSI and the flats constructed therein are sold. With sale of each flat, the title of the landowner and the promoter gets diluted in the land and once all the flats in the building are sold, the title of the owner and the promoter in the land is divested and only a formal act of conveyance needs to be executed under Section 11(1) of MOFA by the promoter and on its failure, by the Competent Authority under Section 11(3).

32) The Respondent No.2-society is formed and registered on 28 June 2016 and Petitioner was under statutory obligation to convey the land and building to the society within 4 months of 28 June 2016. The importance of this period of 4 months has been repeatedly highlighted by this Court. Reliance by Ms. Srinivasan on judgment of this Court in ***Flagship Infrastructure Ltd.*** (supra) in this regard is apposite, in which it has held in paras-34 and 35 as under:

> 34. The use of the word “period” in Rule 9 of MOFA Rules is very important. In common understanding, a "period" means a fixed, definite block of time, like four months, six months, etc. It does not mean some vague or uncertain future event. This meaning fits the general rule in law: unless the context requires otherwise, words in a law must be given their natural, everyday meaning. Here, the word “period” is clear and plainit points to a definite timeline. The promoter’s argument that the conveyance can be delayed until ten years after completion of Towers 1 to 8, or till the entire township is done would destroy

this certainty. It would replace a clear deadline with an uncertain, shifting future event. That is not allowed. Courts are not allowed to change or rewrite clear laws under the excuse of interpretation. If courts start allowing such changes, it would defeat the whole purpose for which MOFA was made to protect flat buyers. If the promoter's argument is accepted, it would allow promoters to hold on to ownership forever, just by pointing to some incomplete work in the township. This would bring back the very problems MOFA wanted to prevent. Thus, the word "period" in Rule 9 must be understood as a definite, fixed time and not an open-ended condition. Any clause in a sale agreement (like Clauses 6.3.1 and 6.3.2) that tries to override this rule is void (meaning invalid) because it goes against the law.

35. Based on the above discussion, I am firmly of the opinion that an agreement clause (like Clauses 6.3.1 and 6.3.2) that says the promoter can delay conveyance until the full project is complete goes against Rule 9 of MOFA. Especially when most of the flat purchasers have already taken possession, have formed a registered society, and have fulfilled their obligations, the promoter cannot hide behind private clauses to delay conveyance. If I accept the promoter's argument, it would make the protection given to flat purchasers under MOFA meaningless, and would give complete, unregulated power to the promoter. That is not what the law allows. Therefore, the promoter was under a legal duty to execute the conveyance deed within four months from the date the society was registered (i.e., within four months from 12th September 2011). The promoter failed to do so. Thus, the application filed by respondent No.2-society under Section 11 of MOFA was legally correct.

33) Thus, a promoter cannot indefinitely delay conveyance of land on the pretext of exploiting the further additional FSI arising out of the new FSI regime. In the present case, Petitioner is attempting to claim a right which never belonged to him in law. He was statutorily required to convey the land and building in favour of the society. He ought to have conveyed the land and the building within 4 months of formation of the society. The additional FSI arising out of DCPR-2034 introduced on 8 May 2018 belongs to the society. It neither belongs to the land owners nor Petitioner can exploit the same by paying amount to the landowners. Therefore, enforceability of Clause 12 of the Development Agreement itself is highly debatable. Be that as it may, it is not necessary to delve deeper into this aspect considering the limited controversy involved in the present Petition.

34) Coming back to the core issue of nature of liberty granted by the Competent Authority in the first rejection order dated 10 March 2025, the relevant part of the order reads thus:

> 15. On perusal of the above submissions and documents submitted by the concerned parties, it is observed that:
>
> …
>
> k. **As per MOFA agreement** the Developer will get additional FSI over and above 3,137.28 sq. mtrs. of by paying premium to Owner @Rs.51,000 per sq. mtrs. as per clause 12 of Registered Development Agreement dt. 03.03.201 between Owner & Developer and the Developer is entitled to utilise & consume the unutilized FSI admeasuring 81.03 sq.mt. which is balance as per the Registered Development Agreement dt. 03.03.2010 at no additional premium to Owner. Also the work of Applicant Building specifically on ground floor/first floor is pending. It is only fair to grant the conveyance to the building after completion of the construction of the entire building of applicant society.
>
> *(emphasis and underlining added)*

35) Thus, the Competent Authority essentially recorded three distinct reasons for rejecting the application dated 10 March 2025. The *first* reason was about developer's right to secure additional FSI over and above 3137.28 sq.m. by paying premium to the owner @Rs.51,000/- per sq.m. This right is recognised by the Competent Authority, both under 'MOFA agreement' as well as under Clause 12 of the registered Development Agreement dated 3 March 2010. The *second* reason was unutilised FSI admeasuring 81.03 sq.m. as per the approved plan dated 16 March 2012 forming part of FSI already granted as per the Development Agreement at no additional cost to the owner. The *third* reason was pendency of work of the building, especially on the ground floor and first floor.

36) By citing the above three reasons, the Competent Authority rejected society's application for deemed conveyance by holding the same as premature. The Competent Authority held that '*It is only fair to grant the conveyance to the building after completion of the construction of the entire building of applicant society*'.

37) Thus, though the Competent Authority cited three reasons for rejection of Application, it ultimately held that conveyance could be granted "*after completion of the construction of the entire building of applicant society*". This would essentially indicate that the finding of Application being premature is essentially married to the third ground of construction of the building being incomplete. If the observation of the Competent Authority is strictly and literally interpreted, it did not specifically direct that conveyance could be granted after additional construction was put by (i) utilising future additional FSI by paying Rs.51,000/- per sq.m. to the owners or (ii) existing balance FSI of 81.03 sq. mts. It held that the conveyance could be granted "*after completion of the construction of the entire building of applicant society".* This is one way of reading the Order dated 10 March 2025 and this is how Ms. Srinivasan reads that order. On the other hand, Mr. Kapadia reads the order dated 10 March 2025 to mean that liberty to file fresh application for deemed conveyance can be exercised only after all the three eventualities discussed above are complete viz. (i) utilization of the future additional FSI of 841.16 sq.m. available under DCPR, 2034 in terms of clause 12 of the Development Agreement, (ii) utilization of balance FSI of 81.03 sq.m.

and (iii) completion of work on the ground and the first floor of the building.

38) Construction of the entire building of Respondent No.2-society is admittedly complete and Petitioner's architect had submitted building completion certificate to the Municipal Corporation on 14 October 2012. It is fairly not argued before me by Mr. Kapadia that construction of the building is incomplete in any manner. He has only harped on Petitioner's entitlement to put up additional construction by utilising FSI arising out of DCPR, 2034. He has also not seriously disputed the FSI computations put forth by the society indicating that only 3.25 sq.m. of FSI is balance as per the sanctioned plan. Otherwise also, perusal of the Area Statement in the sanctioned plan would indicate that the entire sanctioned FSI has been consumed (except built-up area of 3.25 sq.m.). The society therefore contends that since construction of the building is complete, it was entitled to exercise the liberty granted by the Competent Authority. As observed above, the observations made in para-15-k of the order dated 10 March 2025 do suggest that Respondent No.2 had liberty to apply afresh for deemed conveyance after completion of construction of the entire building. In my view therefore, considering the peculiar facts and circumstances of the present case, exercise of liberty by Respondent No.2 to file second application for deemed conveyance after being satisfied that construction of the building is complete cannot seriously be faulted.

39) It must be also noted that if contention of the Petitioner about liberty being linked to completion of additional construction by utilising FSI arising out of DCPR-2034 is accepted, the time for exercise of such liberty may never arise in the light of the fact that Petitioner is actually not entitled to put up additional construction by milking future additional FSI arising out of change of FSI regime in view of law repeatedly enunciated by this Court. Therefore, in the peculiar facts and circumstances of the present case where the liberty to file application was not linked to decision of any civil suit as was the case in ***Faime Makers*** and ***B.K. Corporation***, exercise of liberty by Respondent No.2 in filing fresh application for deemed conveyance cannot really be found fault with.

40) In my view therefore the case does not involve exercise of power of review by the Competent Authority. While passing order dated 10 March 2025, the Competent Authority has not rejected Society's application altogether. The Competent Authority had granted liberty to the Society to file a fresh application. The second application of deemed conveyance was filed by the society in terms of that liberty.

41) One must bear in mind the objective of the Petitioner in opposing the conveyance of land to the housing society. Petitioner has already exploited the development potential in the land and has milked the profits out of the project. Its greed to make more profits is however not satisfied and it wants to put up additional construction in the land because the new DCPR grants additional FSI. Except the Petitioner-developer no other person/party is opposing the conveyance. The other society in the layout (Kum Kum Society) has not challenged the order.

The land owners are supporting the conveyance grated in favour of the society. in such circumstances, if the order of deemed conveyance is set aside on technicalities cited by the Petitioner, the same would result in indirectly permitting the Petitioner to put up additional construction in the project, by exploiting the additional FSI which belongs to Respondent No. 2-society. Can extraordinary jurisdiction of this Court be permitted to be used for such purposes? The answer, to mind, appears to be in emphatic negative. Courts have refused to set aside orders on technicalities when ultimate outcome of the litigation is found to be satisfactory. Reliance by Ms. Srinivasan on judgment of the Apex Court in ***Gadde Venkateswara Rao*** (supra) is apposite in this regard. The Apex Court has held in para-19 of the judgment as under:

> 19. The result of the discussion may be stated thus : The Primary Health Centre was not permanently located at Dharmajigudem. The representatives of the said village did not comply with the necessary conditions for such location. The Panchayat Samithi finally cancelled its earlier resolutions which they were entitled to do and passed a resolution for locating the Primary Health Centre permanently at Lingapalem. Both the orders of the Government, namely, the order dated March 7, 1962, and that dated April 18, 1963, were not legally passed : the former, because it was made without giving notice to the Panchayat Samithi, and the latter, because the Government had no power under Section 72 of the Act to review an order made under Section 62 of the Act and also because it did not give notice to the representatives of Dharmajigudem village. In those circumstances, was it a case for the High Court to interfere in its discretion and quash the order of the Government dated April 18, 1963? If the High Court had quashed the said order, it would have restored an illegal order — it would have given the Health Centre to a village contrary to the valid resolutions passed by the Panchayat Samithi. The High Court, therefore, in our view, rightly refused to exercise its extraordinary discretionary power in the circumstances of the case.

42) In ***Maharaja Chintamani Saran Nath Shahdeo*** (supra), the Apex Court has followed the ratio of the judgment in ***Gadde***

Venkateswara Rao and in ***Mohd. Swalleh vs. IIIrd ADJ***[12] and has held that the order of the authority, who had no power to issue direction for giving notice for refund of excess amount, need not be set aside once it was found that the appellant therein was legally paid excess compensation under the Act. The Apex Court held in paras-12 to 15 of the judgment as under:

> 12. Therefore, the question is whether the order of the Member of Board of Revenue should be quashed on this ground. If the order is set aside, the result would be that the notice directing the appellant to refund the additional amount of compensation assessed at ten times of the net income would have to be quashed. In other words, the earlier reassessment of compensation made by giving ten times of the net income would revive. If under the law the appellant is not entitled to get compensation more than three times of the net income it would amount to restoring an illegal order.
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> 13. In *Gadde Venkateswara Rao* v. *Govt. of A.P.* [AIR 1966 SC 828] this Court considered the action of the State Government under the Andhra Pradesh Panchayats Samithis and Zilla Parishads Act, 1959 and came to the conclusion that the Government had no power under Section 72 of the Act to review an order made under Section 62 of the Act but refused to interfere with the orders of the High Court on the ground that if the High Court had quashed the said order, it would have restored an illegal order and, therefore, the High Court rightly refused to exercise its extraordinary jurisdictional power.
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> 14. In *Mohd. Swalleh* v. *IIIrd ADJ* [(1988) 1 SCC 40] similar view was also expressed by this Court. In that case the order passed by the prescribed authority under the U.P. (Temporary) Control of Rent and Eviction Act, 1947 was set aside by the District Judge in appeal though the appeal did not lie. The High Court came to the finding that the order of the prescribed authority was invalid and improper but the District Judge had no power to sit in appeal. The High Court did not interfere with the orders of the District Judge. The order of the High Court was affirmed by this Court on the ground that though technically the appellant had a point regarding the jurisdiction of the District Judge but the order of the prescribed authority itself being bad, no exception can be taken against the refusal of the High Court to exercise powers under Article 226.
>
> **15. Therefore, in view of the above ratio laid down by this Court, we hold that even if the Member of Board of Revenue had no power to issue direction for giving notice for refund of the excess amount paid, no**

[12](1988) 1 SCC 40

exception can be taken to the said order if it is found that legally the appellant was paid excess compensation under the Act.

(emphasis added)

43) Petitioner has invoked jurisdiction of this Court under Article 227 of Constitution of India, which is both supervisory and corrective in nature. The jurisdiction need not be exercised to correct every error of law or fact when the final finding is found to be justified or can be supported. In this regard, reference can be made to the judgment of Apex Court in ***Garment Craft v. Prakash Chand Goel***[13] in which it has held in para 15 as under:

> 15. Having heard the counsel for the parties, we are clearly of the view that the impugned order [Prakash Chand Goel v. Garment Craft, 2019 SCC OnLine Del 11943] is contrary to law and cannot be sustained for several reasons, but primarily for deviation from the limited jurisdiction exercised by the High Court under Article 227 of the Constitution of India. The High Court exercising supervisory jurisdiction does not act as a court of first appeal to reappreciate, reweigh the evidence or facts upon which the determination under challenge is based. Supervisory jurisdiction is not to correct every error of fact or even a legal flaw when the final finding is justified or can be supported. The High Court is not to substitute its own decision on facts and conclusion, for that of the inferior court or tribunal. [Celina Coelho Pereira v. Ulhas Mahabaleshwar Kholkar, (2010) 1 SCC 217] The jurisdiction exercised is in the nature of correctional jurisdiction to set right grave dereliction of duty or flagrant abuse, violation of fundamental principles of law or justice. The power under Article 227 is exercised sparingly in appropriate cases, like when there is no evidence at all to justify, or the finding is so perverse that no reasonable person can possibly come to such a conclusion that the court or tribunal has come to. It is axiomatic that such discretionary relief must be exercised to ensure there is no miscarriage of justice.

44) Similarly, Chief Justice M.C. Chagla of this Court speaking for the Division Bench in ***State of Bombay vs. Morarji Cooverji***[14] has held in para 42 and 44 as under:

[13] (2022) 4 SCC 181
[14] 1958 SCC OnLine Bom 188

42. ... This is, on the contrary, a case where the premises requisitioned for a public purpose are occupied by a Government servant and are sought to be taken possession of by the landlord by asking the Court to throw the Government servant out and restore possession to the landlord when that landlord has never shown its need of those premises by occupying them himself. **Therefore, this is clearly a case where justice is not on the side of the petitioner, it is on the side of the State, and we see no reason why we should grant any relief to the petitioner.**

***

44. With respect to the learned Judge, the matter is much more serious than merely the question of this particular vacancy of 1956 not being relevant to the vacancy which is the subject-matter of the requisition order. **On a writ petition, as we have already said, the petitioner has not merely to show good faith, but he has not to suppress any facts and has also to show that justice lies on its side.** If the learned Judge had taken these circumstances into consideration and then had come to the conclusion that the discretion should be exercised in favour of the landlord, then undoubtedly we would not have interfered with the order passed by the learned Judge.

(emphasis added)

45) Thus, while invoking extraordinary jurisdiction of this Court under Article 227 of Constitution of India, it is necessary for the petitioner to demonstrate that the justice is on its side. In a case where this Court notices that justice is not on the side of the petitioner, it would not interfere in the order merely on technical reasons. The High Court always can decline grant of relief where petitioner seeks to invoke extraordinary jurisdiction to secure undue benefit. The law in this regard is expounded by three judge Bench of the Apex Court in ***MP Mittal vs. State of Haryana***[15] in which it has held in para 5 as under:

5. Now there is no dispute that the appellant knowingly and deliberately entered into the guarantee agreement and is liable as guarantor to make payment of the dividend due from Messrs Depro Foods Limited. Nor is it disputed that the amount due, with interest, stands at Rs 2,02,166—in respect of the period ending with the year 1977. It was not contended that the appellant in fact does not possess sufficient funds or cannot

[15] (1984) 4 SCC 371

> avail of sufficient personal property for the purpose of discharging the liability. The record also shows that before instituting coercive proceedings, the Assistant Collector provided the appellant an opportunity to pay up the amount due from him and that the appellant made no attempt to discharge the liability. When that is so, we are of opinion that he is not entitled to relief in these proceedings. **The appeal arises out of a writ petition and it is well-settled that when a petitioner invokes the jurisdiction of the High Court under Article 226 of the Constitution, it is open to the High Court to consider whether, in the exercise of its undoubted discretionary jurisdiction, it should decline relief to such petitioner if the grant of relief would defeat the interests of justice. The court always has power to refuse relief where the petitioner seeks to invoke its writ jurisdiction in order to secure a dishonest advantage or perpetuate an unjust gain.** This is a case where the High Court was fully justified in refusing relief. On that ground alone, the appeal must fail.
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> *(emphasis added)*

46) The objective of the Petitioner behind opposing conveyance must also be appreciated. In the present case, filing of present Petition is aimed by Petitioner-developer at milking future additional FSI arising out of change of FSI regime (DCPR 2034). Petitioner has constructed the society's building by consuming the entire available FSI granted at the time of sanction of plans. Merely because DCPR 2034 are introduced in 2018, Petitioner believes that it can put additional construction admeasuring 841.16 sq.m. on the land and with that objective, Petitioner is denying conveyance of land to the society. This way, no developer would ever convey land to the organisation of flat purchasers and would continue to take benefit of further additional FSI made available due to change in FSI regime. Fortunately, in the present case, the landowners to whom the FSI belongs as per clause 12 of the Development Agreement, fairly do not want to utilise the same. It is only the promoter who is attempting to earn a fortune by taking benefit of its own wrong, who is interested in putting up additional construction on subject land. This Court would not be a party to such devious acts of the Petitioner of monetising something which belongs to society. If additional FSI flows out of DCPR 2034, the same would belong to Respondent No.2-Society and not to the Petitioner. Therefore, this Court would refuse to permit its extraordinary jurisdiction being misused by the Petitioner for achieving its insatiable objective of endlessly milking the development potential in the land for eternity. Section 11 of MOFA is aimed at curbing this tendency on the part of the developers.

47) In the light of the above discussion, this Court is not inclined to exercise its extraordinary jurisdiction to grant any relief in favour of the Petitioner.

48) Writ Petition is accordingly **dismissed** with no order as to costs.

[SANDEEP V. MARNE, J.]

NEETA SHAILESH SAWANT

Digitally signed by NEETA SHAILESH SAWANT Date: 2026.07.17 18:16:32 +0530