



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.15332 OF 2023

1. Mandar Shashikant Jadhav,
Aged: 40 years, Occ: Business,
Residing at Plot No.88, Sector 21,
Kharghar, Navi Mumbai 410 210.
2. Syed Shahzad Hussain (IAS),
Aged: 73, Occ: Service (Retired)
Residing at Plot No.91, Sector 21,
Kharghar, Navi Mumbai 410 210.
3. Banshnarayan J. Pal,
Aged Major, Occ: Business,
Residing at Plot No.87, Sector 21,
Kharghar, Navi Mumbai – 410 210.
4. Sambhaji Patil,
Aged Major, Occ: Business,
Residing at Plot No.98, Sector 21,
Kharghar, Navi Mumbai 410 210.
5. Nalin Sharma,
Aged Major, Occ: Business,
Residing at Plot No.79, Sector 21,
Kharghar, Navi Mumbai 410 210
6. Mr. Anubhav Sinhal,
Aged Major, Occ: Business,
Residing at Plot No.85, Sector 21,
Kharghar, Navi Mumbai 410 210
7. Krishna Narayan Pillai,
Aged Major, Occ: Business,
Residing at Plot No.144, Sector 21,
Kharghar, Navi Mumbai 410 210

8. Kulvinder Singh Bansal,
Aged Major, Occ: Business,
Residing at Plot No.120, Sector 21,
Kharghar, Navi Mumbai 410 210
9. Venkatachalam Subrahmaniam,
Aged Major, Occ: Business,
Residing at Plot No.95, Sector 21,
Kharghar, Navi Mumbai 410 210
10. Navin Agarwal,
Aged Major, Occ: Business,
Residing at Plot No.81, Sector 21,
Kharghar, Navi Mumbai 410 210
11. Trilochan Singh,
Aged Major, Occ: Business,
Residing at Plot No.140, Sector 21,
Kharghar, Navi Mumbai 410 210
12. Gopal Gupta,
Aged Major, Occ: Business,
Residing at Plot No.119, Sector 21,
Kharghar, Navi Mumbai 410 210
13. Sachin Dubey,
Aged Major, Occ: Business,
Residing at Plot No.94, Sector 21,
Kharghar, Navi Mumbai 410 210
14. Sanjay Sinha,
Aged Major, Occ: Business,
Residing at Plot No.116, Sector 21,
Kharghar, Navi Mumbai 410 210
15. Anita Dongre,
Aged Major, Occ: Business,
Residing at Plot No.86, Sector 21,
Kharghar, Navi Mumbai 410 210

16. Meena Sehra

Aged Major, Occ: Business,
Residing at Plot No.86, Sector 21,
Kharghar, Navi Mumbai 410 210

17. Amardeep Singh,

Aged Major, Occ: Business,
Residing at Plot No.107, Sector 21,
Kharghar, Navi Mumbai 410 210

... Petitioners

Versus

1. City and Industrial Development Corporation of Maharashtra Ltd.
Through its Vice President-cum-
Managing Director,
Having office at CIDCO Bhavan,
CBD Belapur,
Navi Mumbai 400 614.
2. The Marketing Manager-II,
3rd Floor, Raigad Bhavan,
CBD Belapur,
Navi Mumbai 400 614.
3. The Chief Planner,
CIDCO Ltd.,
Having office, 4th Floor,
CIDCO Bhavan, CBD Belapur,
Navi Mumbai 400 614.
4. The State of Maharashtra,
through Principal Secretary
Urban Development Department, (1)
(UDD), Mantralaya,
Mumbai 400 032.
5. Arvind Kumar Tiwari
[Allottee of Plot No. 96]

Aged 49 years, Occ: Business
Indian inhabitant
R/at B-801, Grow More Tower
Plot No. 5, Sector 2,
Kharghar, Navi Mumbai 410 210

6. Vidyadhar Hari Patil
[Allottee of Plot No. 97]
Aged 57 years, Occ: Business
Indian inhabitant, r/at 1301, Aster
Regency Garden, Plot No. 10,
Sector 6, Kharghar,
Navi Mumbai 410 210
7. Aparna Vidyadhar Patil
[Allottee of Plot No. 97]
Aged 51 years, Occ: Business
Indian inhabitant,
r/at 1301, Aster Regency Garden,
Plot No. 10, Sector 6, Kharghar
Navi Mumbai 410 210
8. Ajinkya Bhimrao Bhadari
[Allottee of Plot No. 163]
Aged 37 years, Occ: Business,
Indian inhabitant,
r/at Plot No. 34, Gandharva Housing
Society, Sambhapur Toap,
Kolhapur 416 122
9. Minti R. Anand
[Allottee of Plot No. 164 & 165]
Aged 63 years, Occ: Business,
Indian inhabitant
r/at Garden Vide CHS, G/1:1,
Sector 7, Sanpada,
Navi Mumbai 400 705.

10. Arun Kumar Singh
[Allottee of Plot Nos. 167 168]
Aged 45 years, Occ: Business,
Indian inhabitant
r/at 1101, Niharika Residency
Sector 34B, Plot No. 15+17+18+
18A+19+2, Kharghar,
Navi Mumbai 410 210.
11. Atul Anandrao Kharat
[Allottee of Plot Nos. 170 & 171]
Aged 43 years, Occ. Business,
Indian inhabitant
r/at Flat No.2501, Plot No.12
Sector 12, Ghansoli,
Navi Mumbai 400 701.
12. Sunita Rudraraju
[Allottee of Plot No.172]
Aged 50 years, Occ: Business,
Indian inhabitant
r/at Flat No.A-1301, Giriraj Horizon
CHS, Plot No.43/44, Sector 20
Kharghar, Navi Mumbai 410 210
13. Hemant Kumar Vijaykumar Shah
[Allottee of Plot No. 173]
Aged 61 years, Occ: Business,
Indian inhabitant
r/at Viraj Bunglow, 1148/B,
Edward Sykes Extension,
Kolhapur 416 001.
14. Kuldeep Singh Bhalothia
[Allottee of Plot Nos. 174 & 175]
Aged 56 years, Occ: Business
Indian inhabitant, r/at B-501,
Kashidham Building, Jay Hind Park,

Parsik Nagar, Kharegaon,
Kalwa (West), Thane 400 605.

15. Panvel Municipal Corporation
Through its Commissioner,
having office at Swami Nityanand
Road, Opp. Gokhale Hall,
Old Panvel, Tal. Panvel,
Dist. Raigad - 410 206.

.... Respondents

**WITH
INTERIM APPLICATION NO.11377 OF 2025
IN
WRIT PETITION NO.15332 OF 2023**

Kuldeep Singh Bhalothia
[Allottee of Plot Nos. 174 & 175]
Aged: 56 years, Occ: Business
Indian inhabitant, r/at B-501,
Kashidham Building, Jay Hind Park,
Parsik Nagar, Kharegaon, Kalwa (West)
Thane - 400 605
Presently residing at Flat 2101 & 2102,
A Wing, Bhagwati Greens-1, Plot-06,
Sector-23, Kharghar,
Navi Mumbai -410210, Raigad

... Applicant

IN THE MATTER BETWEEN

1. Mandar Shashikant Jadhav,
Aged: 40 years, Occ: Business,
Residing at Plot No.88, Sector 21,
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2. Syed Shahzad Hussain (IAS),
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Residing at Plot No.87, Sector 21,
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6. Mr. Anubhav Sinhal,
Aged Major, Occ: Business,
Residing at Plot No.85, Sector 21,
Kharghar, Navi Mumbai 410 210
7. Krishna Narayan Pillai,
Aged Major, Occ: Business,
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8. Kulvinder Singh Bansal,
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9. Venkatachalam Subrahmaniam,
Aged Major, Occ: Business,
Residing at Plot No.95, Sector 21,
Kharghar, Navi Mumbai 410 210
10. Navin Agarwal,
Aged Major, Occ: Business,
Residing at Plot No.81, Sector 21,
Kharghar, Navi Mumbai 410 210

11. Trilochan Singh,
Aged Major, Occ: Business,
Residing at Plot No.140, Sector 21,
Kharghar, Navi Mumbai 410 210
 12. Gopal Gupta,
Aged Major, Occ: Business,
Residing at Plot No.119, Sector 21,
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 13. Sachin Dubey,
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Kharghar, Navi Mumbai 410 210
 14. Sanjay Sinha,
Aged Major, Occ: Business,
Residing at Plot No.116, Sector 21,
Kharghar, Navi Mumbai 410 210
 15. Anita Dongre,
Aged Major, Occ: Business,
Residing at Plot No.86, Sector 21,
Kharghar, Navi Mumbai 410 210
 16. Meena Sehra
Aged Major, Occ: Business,
Residing at Plot No.86, Sector 21,
Kharghar, Navi Mumbai 410 210
 17. Amardeep Singh,
Aged Major, Occ: Business,
Residing at Plot No.107, Sector 21,
Kharghar, Navi Mumbai 410 210
- ... Petitioners

Versus

1. City and Industrial Development
Corporation of Maharashtra Ltd.

Through its Vice President-cum-
Managing Director,
Having office at CIDCO Bhavan,
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2. The Marketing Manager-II,
3rd Floor, Raigad Bhavan,
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3. The Chief Planner,
CIDCO Ltd.,
Having office, 4th Floor,
CIDCO Bhavan, CBD Belapur,
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4. The State of Maharashtra,
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Urban Development Department, (1)
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5. Arvind Kumar Tiwari
[Allottee of Plot No. 96]
Aged 49 years, Occ: Business
Indian inhabitant
R/at B-801, Grow More Tower
Plot No. 5, Sector 2,
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6. Vidyadhar Hari Patil
[Allottee of Plot No. 97]
Aged 57 years, Occ: Business
Indian inhabitant, r/at 1301, Aster
Regency Garden, Plot No. 10,
Sector 6, Kharghar,

Navi Mumbai 410 210

7. Aparna Vidyadhar Patil
[Allottee of Plot No. 97]
Aged 51 years, Occ: Business
Indian inhabitant,
r/at 1301, Aster Regency Garden,
Plot No. 10, Sector 6, Kharghar
Navi Mumbai 410 210
8. Ajinkya Bhimrao Bhadari
[Allottee of Plot No. 163]
Aged 37 years, Occ: Business,
Indian inhabitant,
r/at Plot No. 34, Gandharva Housing
Society, Sambhapur Toap,
Kolhapur 416 122
9. Minti R. Anand
[Allottee of Plot No. 164 & 165]
Aged 63 years, Occ: Business,
Indian inhabitant
r/at Garden Vide CHS, G/1:1,
Sector 7, Sanpada, Navi Mumbai 400 705.
10. Arun Kumar Singh
[Allottee of Plot Nos. 167 168]
Aged 45 years, Occ: Business,
Indian inhabitant
r/at 1101, Niharika Residency
Sector 34B, Plot No. 15+17+18+
18A+19+2, Kharghar,
Navi Mumbai 410 210.
11. Atul Anandrao Kharat
[Allottee of Plot Nos. 170 & 171]
Aged 43 years, Occ. Business,
Indian inhabitant

r/at Flat No.2501, Plot No.12
Sector 12, Ghansoli,
Navi Mumbai 400 701.

12. Sunita Rudraraju
[Allottee of Plot No.172]
Aged 50 years, Occ: Business,
Indian inhabitant
r/at Flat No.A-1301, Giriraj Horizon
CHS, Plot No.43/44, Sector 20
Kharghar, Navi Mumbai 410 210

13. Hemant Kumar Vijaykumar Shah
[Allottee of Plot No. 173]
Aged 61 years, Occ: Business,
Indian inhabitant
r/at Viraj Bunglow, 1148/B,
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15. Panvel Municipal Corporation
Through its Commissioner,
having office at Swami Nityanand
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.... Respondents

**WITH
INTERIM APPLICATION NO.11376 OF 2025**

**IN
WRIT PETITION NO.15332 OF 2023**

Minti R. Anand

[Allottee of Plot Nos. 164 & 165]

Aged: 63 years, Occ: Business

Indian inhabitant,

R/at Garden Vide CHS, G/1:1

Sector 7, Sanpada, Navi Mumbai 400 705

& presently residing at NRI Complex,

Flat No.102, Building No.28, Phase 1,

Seawoods, Navi Mumbai 400706

... Applicant

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15. Panvel Municipal Corporation
Through its Commissioner,
having office at Swami Nityanand
Road, Opp. Gokhale Hall,
Old Panvel, Tal. Panvel,
Dist. Raigad - 410 206.

.... Respondents

Adv. D. G. Dhanure a/w Adv. Jyoti D. Dhanure, for the petitioners.

Mr. P. P. Kakade, Addl.G.P. a/w Mrs. Savina R. Crasto, AGP for the State.

Mr. Prasad S. Dani, Senior Advocate i/b. Adv. Sagar Amrut Rane, for respondent Nos.9 and 14.

Adv. Rohit Sakhadeo, for respondent No.15 in WP/15332/2023.

Adv. Rubin Vakil a/w Adv. Darshit Dave, for respondent Nos.5 and 12.

Mr. Milind Sathe, Advocate General i/b. Adv. Sameer Patil for respondent Nos.1 to 3.

Mr. Y. S. Jahagirdar, Senior Advocate a/w. Adv. Suresh Sabrad, Adv.

Jeetendra Sachdev, Adv. Amey Sawant, Adv. Abubakar Patel, Adv. Eshwaree Kudalkar, Adv. Pratik Sabrad and Adv. Avinash Banga i/b. J. S. Legal, for respondent No.11.

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

**RESERVED ON : 6th AUGUST 2026
PRONOUNCED ON : 13th AUGUST 2026**

JUDGMENT (PER M. S. KARNIK, J.) :

1. The challenge by the petitioners in this writ petition filed under Article 226 of the Constitution of India is to the 2020-2021 scheme announced by respondent Nos.1 and 2 - City and Industrial Development Corporation of Maharashtra Limited ("CIDCO", for short) for leasing out 106 residential plots across five nodes in Navi Mumbai viz. New Panvel, Kharghar, Nerul, Airoli and Ghansoli ("five nodes", for short).

2. The petitioners claim to be the allottees of various plots under the 2002-2003 and 2011-2012 scheme. It is their grievance that the 2020-2021 scheme is contrary to the schemes of 2002-2003 and 2011-2012, which were primarily for allotment of bungalow and semi-detached residential plots with no rise development. It is the

case of the petitioners that CIDCO is illegally allowing construction of multiple dwelling units/buildings on a single plot by way of the 2020-2021 scheme and further that CIDCO is illegally allowing amalgamation of plots which have been previously demarcated as detached or semi-detached bungalow plots under the earlier schemes. As a result of the amalgamation and permission to construct high-rise buildings, the petitioners' enjoyment of light and air is affected.

3. Before we proceed to set out the detailed facts, a comparative chart listing the basic features of the three schemes viz. 2002-2003, 2011-2012 and 2020-2021, its salient features, duration, location, permissible FSI and the applicable law would help in appreciating the controversy in its proper perspective. It is as under :-

<u>1. Scheme No.MM-II/22/2002-2003</u> <u>(Page No.95)</u>	<u>2. Semi-Detached Bungalow Plots Scheme No.MM-II/02/2011-12</u> <u>(Page No.123)</u>	<u>3. Scheme No.MM/07/2020-2021</u> <u>(Page No.163)</u>
<u>1(a) Features:-</u> Lease of one bungalow plot. Announced in November-2002.	<u>2(a) Features:-</u> Applications are invited to lease-out the plots for residential semi-detached bungalow as described in Annexure-I <u>(Pg.No.136)</u> .	<u>3(a) Features:-</u> Lease of 106 plots.
<u>1(b) Duration:-</u> 60 Years.	<u>2(b) Duration:-</u> 60 Years.	<u>3(b) Duration:-</u> 60 Years.
<u>1(c) Location :-</u>	<u>2(c) Description :-</u>	<u>3(c) Description :-</u>

Sector No.20, Kharghar Node, Plot No.77 to 90, admeasuring 500 sq.mtrs each. The details of plot are annexed in Annexure-I, Pg.No. 104-105 from various sectors and plots in Sector No.21 are on Pg.No.105 at Sr.No.52 to 65 and Plot No.77 to 90. Out of those plots,Plot No.77A, Plot No.89A,Plot No.89B & Plot No.91 were not allotted initially but subsequently. They are shown by Blue Colour. Plan given by AG.	Annexure-I, description of plot, Sector 21. There are in all 16 plots and from Sector 21, Plot Numbers are at Sr.No.6 to 16. (<u>Page No.152</u>).	Annexure-I. There are in all 106 plots. Plots in Sector 21 are from Sr.No.29 to Sr.No.43. <u>Page No.183-184</u>).
<u>1(d) FSI 1 One:-</u> Maximum permissible height G+2 Or 10 Mtrs. height.	<u>2(d) FSI 1 One:-</u> However, the height of the building is restricted to stilt+3 floor. Amalgamation of the plot is not allowed. (<u>Pg.No.139</u>).	<u>3(d) FSI:-</u> The FSI permissible as per Approved Unified Development Promotion Regulations for Maharashtra dated 2nd December 2020. (This was not in existence at the time of first two Schemes). (<u>Page No.174</u>).
<u>1(e) Application of law:-</u> (1) Lease shall be governed as per provision of 118 of the MRTP Act, 1966. It talks about disposal of the land vested in Development Authority:- (a) to such persons, (b) in such manner, (c) subject to terms, conditions. (2) Navi Mumbai Disposal	<u>2(e) Application of law:-</u> (1) Lease shall be governed as per provision of 118 of the MRTP Act, 1966. It talks about disposal of the land vested in Development Authority:- (a) to such persons, (b) in such manner, (c) subject to terms, conditions. (2) Navi Mumbai	<u>3(e) Application of law:-</u> (1) Lease shall be governed as per provision of 118 of the MRTP Act, 1966. It talks about disposal of the land vested in Development Authority:- (a) to such persons, (b) in such manner, (c) subject to terms, conditions. (2) Navi Mumbai

of Land Regulations, 1975. (3) Development of the land shall be governed by the provisions of General Development Control Regulations for Navi Mumbai, 1975.	Disposal of Land (Amendment) Regulations, 2008. (3) Development of the land shall be governed by the provisions of General Development Control Regulations for Navi Mumbai, 1975.	Disposal of Land (Amendment) Regulations, 2008. (3) Development of the land shall be governed by UDCPR.
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4. CIDCO in exercise of its powers under Section 118 of the Maharashtra Regional and Town Planning Act, 1966 ("MRTP Act", for short) read with the Navi Mumbai Disposal of Lands Regulations, 1975 framed the 2002-2003 scheme inviting applications from intending buyers to acquire 14 bungalow plots of land on 60 years lease for residential use purpose (one plot for single family) described as bungalow plots at Sector-21 at Kharghar on "First cum first served" basis at a fixed rate and also on "As is where is" basis, upon the terms and conditions set out therein. Each application invited was for specific plot only. The said 14 plots at Sector 21, Kharghar are plot Nos.77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89 and 90. The petitioner Nos.1, 2, 3, 4, 5, 6, 10, 15 and 16 are allottees of plot Nos.88, 91, 87, 98, 79, 85, 81 and 86 and accordingly they have constructed bungalows for their residence.

5. Learned counsel for the petitioners, inviting our attention to the scheme of 2002-2003, submitted that the scheme contains special terms and conditions for residential plots. In addition to the general terms and conditions for disposal of plot land, the offer is subject to the following development conditions:-

- (i) The maximum permissible FSI shall be one. Maximum permissible height is G+2 or 10 mtr height.
- (ii) The building shall be constructed for residential use only.
- (iii) Parking requirements :
 - a. One car space for every 4 tenements having built-up area up to 45 sq.mtrs.
 - b. One car space for every 2 tenements having built-up area between 45 to 60 sq.mtrs.
 - c. One car space for every 1 tenement having built-up area more than 60 sq.mtrs.

6. It is the case of the petitioners that the said scheme of 2002-2003 also contains general terms and conditions prescribed for disposal of plots by open offer. The offer provides that the lands shall be allocated on lease. The lease shall be governed by the provisions

of Section 118 of the MRTP Act and the Navi Mumbai Disposal of Lands Regulations, 1975 ("Regulations of 1975", for short) made thereunder as amended from time to time. The development of the land would be governed by the provisions of General Development Control Regulations for Navi Mumbai, 1975 ("Development Control Regulations, 1975", for short).

7. CIDCO thereafter, in exercise of its powers under Section 118 of the MRTP Act read with the Navi Mumbai Disposal of Lands (Amendment) Regulations, 2008 ("Amended Regulations 2008", for short) framed another scheme viz. 2011-2012, thereby inviting sealed offers to acquire on lease residential semi-detached bungalows at Sector 21, Kharghar. Under the said scheme of 2011-2012, the details of semi-detached bungalow plots have been given as plot Nos.108 to 125, 127 to 144, 92 to 107 and 163 to 176 totalling 65 single dwelling unit plots for residential construction which were to be developed as semi-detached bungalow plots as per special terms and conditions contained under the said scheme of 2011-2012. The said scheme of 2011-2012 contains the following stipulations which, according to learned counsel for the petitioners are relevant :-

“Clause 11 - Special terms and conditions for Semi-detached residential bungalow plots

In addition to the general terms and conditions for disposal of plots of land, the offer is subject to the following development conditions and will form a part of agreement to lease.

i. User of land :- The semi-detached bungalows shall be constructed for residential use only.

ii. The maximum floor space index permitted to be consumed is 1.00 (ONE). However, the height of the building is restricted to stilt + 3 floor.

iii. Amalgamation of plots at any point of time is not allowed.

iv. Only one dwelling unit per plot is permitted and no sub division of the plot is allowed. (However, the condition can be relaxed if the allottee wishes to sub divide the built premises for his / her immediate family members, viz. wife, husband, father, mother, brother, sister, son, daughter. In such case, only one dwelling unit per floor can be permitted.)”

8. It is the petitioners' case that the said scheme of 2011-2012 also contains general terms and conditions prescribed for disposal of plots by open offer. The scheme provides that the land shall be allocated on lease. The lease shall be governed by the provisions of Section 118 of the MRTP Act and the Regulations of 1975 made thereunder as amended from time to time. The development of the land shall be governed by the provisions of the Development Control Regulations, 1975 and other applicable laws.

9. The said scheme of 2011-2012 prescribes general terms and

conditions. Condition No.16, which according to the petitioners is relevant reads thus :-

“Condition No. 16: The land shall be used only for the purpose specified for the plot as indicated in the invitation of offer and for no other purpose. The FSI to be consumed by the plot shall be strictly as has been indicated in the offer document irrespective of FSI permitted by the General Development Control Regulations for Navi Mumbai for 1975.

10. The objection of the petitioners is to the scheme framed by CIDCO in 2020-2021. The petitioners have restricted the writ petition in respect of lease of 14 plots which are part and parcel of semi-detached bungalow plots Nos.108 to 125, 127 to 144, 92 to 107 and 163 to 176 all situated at Sector 21, Kharghar, which according to the petitioners, are now illegally allowed for construction of high-rise buildings/multi-storied buildings.

11. Learned counsel for the petitioners invited our attention to Annexure-I of the scheme 2020-2021 to submit that Sr. Nos.29 to 43 therein mention these 14 plots at Sector 21, Kharghar which are part and parcel of the original semi-detached bungalow plots scheme bearing plot Nos.108 to 125, 127 to 144, 92 to 107, 163 to 176. Learned counsel for the petitioners categorically submits that they

have challenged the said scheme of 2020-2021 only to the extent of lease of the said 14 plots.

12. Learned counsel for the petitioners challenged the scheme of 2020-2021 submitting thus :-

(A) The Regulation 2 (xi) of the Amended Regulations 2008 defines 'Plot' as land set apart for any purpose and forming a part of the sanctioned or draft development plan or a scheme prepared by the Corporation. Chapter-II of the said Amended Regulations 2008 contains Regulation 3 which provides that the Corporation shall divide the lands vested in it by the Government into disposable plots having regard to their size and use and shall demarcate them accordingly.

(B) Plot Nos.164 and 165; 174 and 175; 170 and 171; which are part of semi-detached bungalow in scheme 2011-2012, which were to be developed as semi-detached bungalow plots under scheme of 2011-2012 have been allowed to be amalgamated by CIDCO in favour of respondent No.9 contrary to the special term and condition No.11 contained under scheme of 2011-2012.

(C) The aforesaid plot Nos.164, 165, 174, 175, 170 and 171 are part and parcel of semi-detached bungalow plot scheme of 2011-2012 and the said plots cannot be allowed to be utilised for high rise buildings/multi-storied buildings since under the said scheme of 2011-2012, as per condition No.16, the use and purpose of the said total 65 plots was already specified as indicated in the invitation of offer and for no other purpose. Furthermore, the scheme provides that the FSI to be consumed by the said plot shall be strictly as has been indicated in the offer document irrespective of FSI permitted by the Development Control Regulations of 1975.

(D) CIDCO has not taken into consideration the environment assessment studies before permitting haphazard urban development at Sector 21, Kharghar and hence the impugned scheme of 2020-2021 to be quashed and set aside to the extent of these 14 plots.

(E) The plots allotted opposite to the petitioners' bungalow plots would not be maintained as a semi-detached bungalow layout being the purpose for which it was earlier allocated but for construction of buildings, or for high-rise construction.

(F) The legitimate expectation of the petitioners that the entire layout would be of bungalow plots is breached, as such development would adversely affect the petitioners' right to light and ventilation. CIDCO by floating a scheme of 2021-2022 has ignored the larger issues regarding the sustainable, uniform and appropriate planning which needs to be undertaken as its core function. The manner in which Navi Mumbai City was earlier planned and sought to be developed is being completely given a go-bye by such haphazard commercial schemes, permitting skyscrapers in a bungalow/plot layout which is not suitable for skyscrapers.

(G) The 2020-21 scheme is violative of the MRTP Act as well as the Navi Mumbai Disposal of Lands Regulations amended from time to time. The Unified Development Control and Promotion Regulations ("UDCPR", for short) which form the basis of the 2020-2021 scheme is contrary to the MRTP Act. No study has been conducted to find out whether there is adequate infrastructure in existence to cater to the requirements of so many high rise buildings. The 9 mtr. and 11 mtr. roads are not wide enough to satisfy the requirements of higher FSI. Allowing such large scale development

would have an adverse impact on parking areas, sewage lines, water supply and roads.

13. Learned counsel for the petitioners relied upon the following decisions in support of his submissions :-

(i) **Shanti Sports Club and another vs. Union of India and others**¹ [Paragraphs 73 and 75]

(ii) **New Delhi Municipal Council and others vs. Tanvi Trading and Credit Private Limited and others**² [Paragraphs 36, 44 and 47]

(iii) **Bangalore Medical Trust vs. B. S. Muddappa and others**³ [Paragraph 53]

(iv) **Resident's Welfare Association and another vs. Union Territory of Chandigarh and others**⁴ [Paragraph 171 and 172]

(v) **Indian Institute of Architects Navi Mumbai Center Through its Chairman, Shekhar Bagool and Jt. Secretary Kaushal Jadia vs. The City and Industrial Development Corporation Ltd. and others**⁵

14. On the other hand, learned Advocate General for CIDCO

1 (2009) 15 SCC 705

2 (2008) 8 SCC 765

3 (1991) 4 SCC 54

4 (2023) 8 SCC 643

5 Public Interest Litigation No.28 of 2019 dated 01/07/2024.

opposed the writ petition. Our attention is invited to the detailed affidavit-in-reply filed by CIDCO. Learned Advocate General has also taken us through the relevant provisions of the various schemes. Mr. Y. S. Jahagirdar, Mr. Prasad S. Dani, learned Senior Advocates as well as Mr. Rubin Vakil, learned counsel appearing for the developers and allottees of the 2020-2021 scheme supported the submissions advanced by learned Advocate General, in addition made submissions which we have dealt with in the later part of this judgment.

15. Learned counsel for the respondents relied upon the following decisions in support of their submissions :-

(i) **Balco Employees' Union (Regd.) vs. Union of India and others**⁶ [Paragraph 46]

(ii) **Rajvansh Co-operative Housing Society Ltd. and Ors. vs. The City and Industrial Development Corporation of Maharashtra Ltd. (The CIDCO Ltd.) and Ors.**⁷ [Paragraph 3]

(iii) **MIG Cricket Club vs. Abhinav Sahakar Education Society and others**⁸ [Paragraph 28]

6 (2002) 2 SCC 333

7 Writ Petition No.2931 of 2010 decided on 14/12/2011.

8 (2011) 9 SCC 97

(iv) **Nishant Karsan Bhagat vs. City and Industrial Development Corporation of Maharashtra Ltd. and others**⁹

[Paragraphs 56, 59, 72, 73, 80 and 92]

(v) **Sunil B. Sharma and others vs. South Delhi Municipal Corporation and others**¹⁰ [Paragraphs 35 and 36]

(vi) **Clean and Heritage Colaba Residents Association (CHCRA) vs. State of Maharashtra and others**¹¹ [Paragraph 66]

(vii) **Dilip K. Mandal vs. The State of Maharashtra and others**¹² [Paragraphs 1 and 9]

Consideration

16. CIDCO Ltd. is the New Town Development Authority, constituted under the provisions of the MRTP Act for the purpose of development of the township of Navi Mumbai and is the Planning Authority for the planned development of the new township and its infrastructure. The Government of Maharashtra has acquired all the lands in the notified areas of Navi Mumbai and has vested the same in CIDCO for carrying out its planned development in accordance with the planning proposals sanctioned by the State Government.

9 2022 SCC OnLine Bom 1758

10 2023 SCC OnLine Del 7681

11 2025 SCC OnLine Bom 2648

12 PIL No. 39 of 2025 decided on 23-01-2025

17. The Board of Directors of CIDCO has, with the previous approval of the State Government under Section 159 of the MRTP Act, framed the Regulations of 1975 which have since been superseded by the Amended Regulations of 2008. These regulations represent the terms and conditions of the lease of the land executed or to be executed by CIDCO. It is provided in Section 118 of the MRTP Act that CIDCO may dispose of any land “to such persons and in such manner and subject to such terms and conditions, as it considers expedient for securing development of the new town.” In 1980, the State Government sanctioned the Navi Mumbai Development Plan under Section 31(1) of the MRTP Act as submitted by CIDCO. The Development Plan came into force with effect from 01/03/1980, which is in force till date.

18. Learned Advocate General pointed out the procedure adopted by CIDCO for demarcation of plots. CIDCO prepares nodal plans and plots are earmarked for various purposes. A broad zoning is only carried out viz, residential, commercial etc. in the development plan. We find that these nodal plans are not statutory plans and CIDCO has the authority to change the nodal plans as per

requirement and are not bound by the procedures as prescribed under the provisions of the MRTP Act for effecting changes in the nodal plans, provided that the same are not contrary to the rules and regulations.

19. In November 2002, CIDCO announced the 2002-2003 scheme. Under the said scheme, only 14 plots in Sector 21, Kharghar were offered. The said plots are allotted for the purpose of a residential bungalow with a maximum permissible height of “G+2 or stilt+3 or 10 m”. Each plot admeasured approximately 500 sq.mtrs. The permissible FSI at the time of allotment was 1.0. The said conditions were in accordance with the then Development Control Regulations, 1975.

20. On 17/06/2011, CIDCO announced the 2011-2012 scheme. Under the said scheme, only 11 plots in Sector 21, Kharghar were offered and the plots admeasured about 200-283.98 sq.mtrs. The said plots were allotted for residential semi-detached bungalows with a maximum permissible height of “G+2 or Stilt+2 or 10 m”. The permissible FSI at the time of allotment was 1.0. The said

conditions were in accordance with the then Development Control Regulations, 1975.

21. The State Government sanctioned new Development Control Regulations called UDCPR 2020 from December 2020, which are applicable to CIDCO areas. After these Regulations came into force, all the developments are now governed by UDCPR.

22. On 10/02/2021, CIDCO announced 2020-2021 scheme through E-Tender-cum-E-Auction for lease of 106 residential plots in the said nodes out of which 16 plots have been offered in Sector 21, Kharghar. The said plots are allotted for residential purpose to be developed as per UDCPR. Each plot admeasures approximately 200 sq. mtrs. The permissible FSI is 1.1 as per UDCPR. Clause 34 (a) of the scheme of 2020-2021 provides that the maximum permissible FSI shall be as per the approved UDCPR for Maharashtra State as approved by the GOM dated 02/12/2020. We find substance in the submission of learned Advocate General that the schemes of 2002-2003 and 2011-2012 were governed by the erstwhile Development Control Regulations, 1975. All the subsequent schemes

would be governed by the UDCPR.

23. Let us deal with the submission of learned counsel for the petitioners that CIDCO could not have allowed any development on the plots beyond what was provided by the 2002-2003 and 2011-2012 schemes. While announcing the 2002-2003 and 2011-2012 schemes, CIDCO did not make any representation or commitment that the use or development typology of the remaining or unsold plots would continue to be maintained in the same manner as indicated in those schemes. The schemes merely governed the terms of allotment of the plots offered therein and did not restrict CIDCO's statutory authority to determine the development potential of other plots in the area. As the planning authority, CIDCO retains the discretion to modify the development typology of plots in accordance with changing planning requirements and circumstances.

24. We are not impressed with the submission of learned counsel for the petitioners that the 2020-2021 scheme has to be considered as a continuation of the earlier schemes for the same terms to apply. The 2020-2021 scheme is a separate and independent

scheme and bears no connection with the earlier schemes of 2002 or 2011. The 2020-2021 scheme is governed by the provisions of the UDCPR, under which the base FSI is 1.1, as opposed to the base FSI of 1.0 applicable under the earlier schemes. In any case, the development of any plot would be primarily subject to the following conditions/restrictions viz. (a) Development has to be in terms of Town Planning Regulations in relation to FSI, open spaces, amenities and height of the buildings; (b) Restrictions contained in the title document such as Lease Deed. In terms of the applicable regulations, a maximum FSI of 2.0 can be utilised on the plots, comprising base FSI of 1.1, premium FSI of 0.5 and TDR of 0.4. In view of the enhanced development potential and the permission for amalgamation of plots under the regulations, and having regard to the growth in population and increased demand for housing in Navi Mumbai over the past two decades, the scheme permits the construction of multi-storeyed residential buildings on the said plots.

25. We do not find anything erroneous in the stand of CIDCO that post December 2020 all factors like amalgamation of plots, maximum permissible FSI, maximum permissible height depending

upon the road width to which the plot abuts are now governed by UDCPR. In fact, all plot holders/allottees who are allotted plots are entitled to develop/re-develop their plots in terms of applicable Development Control Regulations as well as covenants in the title documents.

26. There is nothing on record to indicate that the petitioners possess any vested or enforceable legal right in respect of the 2020-2021 scheme announced by CIDCO. The petitioners are merely allottees of certain plots under earlier schemes of CIDCO. The rights of the petitioners arise purely from the contractual allotment and the lease agreements executed in their favour and, entitlement to construct on the plots is in terms of allotment and applicable DC Regulations. The petitioners do not claim any right in respect of unsold or subsequently disposed plots belonging to CIDCO. CIDCO being the New Town Development Authority constituted under the MRTP Act, is statutorily empowered to dispose of land in such manner and subject to such conditions as it considers expedient for the development of the new town.

27. Section 118 of the MRTP Act specifically confers discretion upon the authority to dispose of land and to determine the terms and conditions of such disposal keeping in view the requirements of planned development. The Petitioners cannot therefore claim that CIDCO is bound to maintain the same typology, conditions, or development potential for plots offered in future schemes. We find substance in the submission of learned Advocate General that planning decisions evolve with changing social, demographic and regulatory conditions, and such policy decisions fall squarely within the domain of the planning authority.

28. The 2020-2021 scheme has been formulated after coming into force of the UDCPR, which permits higher FSI, amalgamation of plots and multi-dwelling units. The petitioners cannot assert that CIDCO is bound to continue the development pattern prevailing under the earlier schemes governed by the erstwhile Development Control Regulations, 1975. In the absence of any statutory or contractual guarantee preserving the earlier development or prohibiting any development in the vicinity of neighbouring plots, the Petitioners cannot claim any vested right to challenge the policy

decision of CIDCO.

29. The record reveals that out of the 15 plots allotted under the 2020-2021 scheme, 6 plots were amalgamated into 3 plots. CIDCO has permitted construction of G+5 floors on unamalgamated plots (with one dwelling unit per floor) and up to G+7 floors on amalgamated plots (with two dwelling units per floor). Under the 2002 scheme, construction of up to G+2 floors was permitted and under the 2011 scheme, construction of up to G+3 floors was permitted.

30. Though learned Advocate General and learned Senior Advocates for the respondents submit that the writ petition suffers from delay and laches, in the present facts we have proceeded to deal with the merits of the contentions as in our opinion the writ petition does not suffer from gross delay and laches.

31. We are of the firm opinion that the petitioners have not been able to establish that the scheme of 2020-2021 violates any statutory provisions or that there is any breach of any regulations. The permissions have been granted for construction in accordance

with the UDCPR. The allotments made in favour of the respondent allottees is in consonance with the scheme of 2020-2021.

32. The petitioners are allottees/lessees under earlier and distinct schemes floated by CIDCO. We agree with the submissions of learned Senior Advocates for the respondents that the petitioners' rights are governed by the terms and conditions of their respective allotments and lease agreements. The petitioners are trying to equate the schemes floated by CIDCO with that of a Town Planning scheme under the MRTP Act, thus completely proceeding on an erroneous premise. Learned counsel for the respondent allottees submitted that the plots which are the subject matter of the three schemes are different from the plots allotted under the 2020-2021 scheme. These plots of 2020-2021 scheme were never subject matter of the previous schemes. Even the learned Advocate General for CIDCO has taken a stand that the plots are different and though some maps have been produced by the petitioners, we do not find the same to be convincing enough to render a definite factual finding on this aspect in favour of the petitioners, considering the

CIDCO's counter.

33. It is the contention of the petitioners that the plots auctioned in 2020-2021 scheme were also part of 2002-2003, 2011-2012 schemes and therefore were earmarked as independent bungalow plots or semi-detached bungalow plots and hence, these plots could not have been offered in 2020-2021 for construction to be carried out only in accordance with UDCPR but should have been offered only for construction of bungalow or semi-detached bungalows. The petitioners have purchased plots under 2002-2003 (bungalow scheme) and 2011-2012 (semi-detached bungalow scheme). It is significant to note that the plots in 2002-2003 were earmarked only for bungalow scheme; whereas the plots in 2011-2012 scheme were for semi-detached bungalow scheme. This itself is an indicator that each scheme is distinct and different.

34. The 2020-2021 scheme offered allotment of a total 106 residential plots. The petitioners have placed reliance on the layout of Sector 21, in which on a portion with Plot Nos.92 to 107, 163-176 and another portion without plot numbers have been described

as semi-detached bungalow plots and therefore had urged that this location therefore always be treated as being reserved for semi-detached bungalow plots and cannot be sold for anything else. We do not find any substance in the submission of the petitioners since out of the plots offered in the 2011-2012 scheme, only 11 plots were from Sector 21 as the stand of CIDCO on the basis of the maps and materials on record would indicate. The material on record relied by the petitioners is not cogent to dislodge the stand of CIDCO. In any case, to render a finding in favour of the petitioners on this aspect would require a fact finding exercise on evidence, which may not be possible for us to render in the exercise of writ jurisdiction.

35. Learned counsel for the petitioners made exhaustive submissions regarding the alleged overlapping of plots earmarked under earlier allotment schemes. The petitioners have not been able to demonstrate the alleged overlapping and in fact we are more than satisfied with the submissions of learned Advocate General which is made on the basis of the materials on record and the maps produced that each of the three schemes announced by

CIDCO pertains to distinct, non-overlapping plots situated within Sector 21, Kharghar, Navi Mumbai. Considering the materials on record and the restraint which we have exercised in rendering a factual finding in a writ petition when disputed questions are involved, we have no option but to proceed on the basis that plots which were not part of 2002-2003 scheme and 2011-2012 schemes continued to belong to CIDCO and it could dispose them of in accordance with law for any permissible user in accordance with UDCPR.

36. It is by now well settled that the planning and layout of CIDCO plots is not a development plan and CIDCO has full flexibility to utilise the plots for all permissible users. Learned Advocate General relied upon *Dilip K. Mondal* (supra), *Rajvansh Co-operative Housing Society Ltd. and Ors.* (supra), and Nishant Karsan Bhagat (supra) in support of his submission. We therefore find favour with the submission of learned Advocate General that the planning and layout of CIDCO plots is not a development plan and CIDCO has full flexibility to utilise the plots for all permissible users.

37. The plots were auctioned in terms of Section 118 of the MRTP Act and the then existing Development Control Regulations 1975 under 2002-2003 and 2011-2012 schemes on the specific terms and conditions set out in auction brochures. The plots offered in 2020-2021 scheme were not part of previous schemes and therefore it was permissible for CIDCO to dispose of the plots in terms of Section 118 of the MRTP Act and the UDCPR. The contention of the petitioners that all the plots in Sector 21 ought to be auctioned on the basis of similar conditions under which the plots were auctioned in 2002-2003 and 2011-2012 is completely fallacious and misconceived.

38. Let us deal with the submission of learned counsel for the petitioners that they have the right to enforce the easementary right such as light and air. Also, so far as the doctrine of legitimate expectation which is sought to be invoked in the present writ petition is concerned, the materials on record make it amply clear that the terms and conditions of the 2002-2003 and 2011-2012 schemes were expressly applicable only to the plots which were

subject matter of the respective schemes. Secondly, as dealt with earlier, there was no representation or assurance by CIDCO that all plots in Sector 21 would be developed subject to the conditions set out in the 2002-2003 and 2011-2012 schemes. CIDCO has acted within the statutory framework while granting the permissions to the respondent allottees.

39. In the context of legitimate expectation of a person to be treated in a certain way, the observations of the Hon'ble Supreme Court in paragraphs 8, 13 and 14 in **Bannari Amman Sugars Ltd. vs. Commercial Tax Officer and others**¹³ are relevant which read thus :-

“8. A person may have a “legitimate expectation” of being treated in a certain way by an administrative authority even though he has no legal right in private law to receive such treatment. The expectation may arise either from a representation or promise made by the authority, including an implied representation, or from consistent past practice. The doctrine of legitimate expectation has an important place in the developing law of judicial review. It is, however, not necessary to explore the doctrine in this case, it is enough merely to note that a legitimate expectation can provide a sufficient interest to enable one who cannot point to the existence of a substantive right to obtain the leave of the court to apply for judicial review. It is generally agreed that “legitimate expectation” gives the applicant sufficient locus standi for judicial review and that the doctrine of legitimate expectation to be confined mostly to right of a fair hearing before a decision which results in negating a promise or withdrawing an undertaking is taken. The doctrine does not

¹³ (2005) 1 SCC 625

give scope to claim relief straightway from the administrative authorities as no crystallised right as such is involved. The protection of such legitimate expectation does not require the fulfilment of the expectation where an overriding public interest requires otherwise. In other words, where a person's legitimate expectation is not fulfilled by taking a particular decision the decision-maker should justify the denial of such expectation by showing some overriding public interest. (See *Union of India v. Hindustan Development Corpn.*)

13. In *Hindustan Development Corpn.* case it was observed that decision taken by the authority must be found to be arbitrary, unreasonable and not taken in public interest where the doctrine of legitimate expectation can be applied. If it is a question of policy, even by ways of change of old policy, the courts cannot intervene with the decision. In a given case whether there are such facts and circumstances giving rise to legitimate expectation, would primarily be a question of fact.

14. As was observed in *Punjab Communications Ltd. v. Union of India* the change in policy can defeat a substantive legitimate expectation if it can be justified on "Wednesbury reasonableness". The decision-maker has the choice in the balancing of the pros and cons relevant to the change in policy. It is, therefore, clear that the choice of policy is for the decision-maker and not the court. The legitimate substantive expectation merely permits the court to find out if the change of policy which is the cause for defeating the legitimate expectation is irrational or perverse or one which no reasonable person could have made. A claim based on merely legitimate expectation without anything more cannot ipso facto give a right. Its uniqueness lies in the fact that it covers the entire span of time; present, past and future. How significant is the statement that today is tomorrow's yesterday. The present is as we experience it, the past is a present memory and future is a present expectation. For legal purposes, expectation is not same as anticipation. Legitimacy of an expectation can be inferred only if it is founded on the sanction of law."

40. It is not possible for us to decide as to what should be the planning policy of CIDCO or interfere therein unless it is

demonstrated that the same is patently arbitrary or contrary to statute. Though learned counsel for the petitioners was at pains to point out that the development which is now being carried out in CIDCO is completely unplanned and haphazard, defeating the very object for which the CIDCO was formed, it is not possible for us to substitute our opinion for that of CIDCO. Absent violation of the statutory provisions or a case made out that the scheme of 2020-2021 is in any way capricious, arbitrary, illegal or uninformed, it is not possible for us to interfere in the exercise of the extraordinary writ jurisdiction of this Court with the 2020-2021 scheme impugned in this writ petition.

41. The decision relied by learned counsel for the petitioners in *Shanti Sports Club and another* (supra) does not support the petitioners in the present facts. The issue before the Hon'ble Supreme Court was in respect of buildings constructed in violation of municipal and other laws. Their Lordships emphasised that no compromise should be made with the town planning scheme and no relief should be given to the violator of the town planning scheme

etc. on the ground that he has spent substantial amount on construction of the buildings. The present is a case where the scheme of 2020-2021 is floated in consonance with the existing provisions and in accordance with UDCPR.

42. The decision relied upon by learned counsel for the petitioners in *New Delhi Municipal Council and others* (supra) is again distinguishable on facts. In paragraph 47 Their Lordships held that in the facts and circumstances of the case that the respondents would be entitled to construct bungalow on their plot of land, in terms of guidelines dated 08/02/1988 and they would not be entitled to construct fifteen dwelling units which is quite contrary to the guidelines. Thus, it is on the basis of the record that Their Lordships held that the respondents would be entitled to submit their plans for development of the plot in accordance with the guidelines dated 08/02/1988 and 09/05/1997. In the present case the plans are submitted in accordance with the UDCPR which are in force and there is no contravention of any rules and regulations.

43. In *Indian Institute of Architects Navi Mumbai Center*

Through its Chairman, Shekhar Bagool and Jt. Secretary Kaushal Jadia (supra), this Court was dealing with a case which involved importance of sports activities and the infrastructure required for the same. The sports complex was sought to be shifted to another area. It is in that context with a need to have effective and free sports facilities that this Court was of the view that the decision to shift the sports complex to another area was illegal. Thus, the decision in *Indian Institute of Architects Navi Mumbai Center Through its Chairman, Shekhar Bagool and Jt. Secretary Kaushal Jadia* (supra) turned on its own facts.

44. *Bangalore Medical Trust* (supra) relied by the petitioners is an authority for the proposition that what is not permitted by the Act to be done by the Authority cannot be assumed to be done by State Government to render it legal. An illegality cannot be cured only because it was undertaken by the government. The facts involved the provisions where the section authorises the government to issue directions to carry out purposes of the Act. Their Lordships therefore held that the legislative mandate should be carried out and not that the provision of law can be disregarded and ignored because what

was done was being done by State Government and not the Authority. The Hon'ble Supreme Court held that an illegality or any action contrary to law does not become in accordance with law because it is done at the behest of the Chief Executive of the State. Their Lordships authoritatively observed that no one is above law. In a democracy what prevails is law and rule and not the height of the person exercising the power. This is not the issue involved in the present case. *Bangalore Medical Trust* (supra) does not support the petitioners' cause.

45. *Resident's Welfare Association and another* (supra) was a case where Their Lordships were dealing with the unique status of Chandigarh and it is from that perspective the matter was considered. For protecting the heritage status of Corbusian Chandigarh, Their Lordships exercised powers under Article 142 of the Constitution of India and issued certain directions so as to ensure that the issue regarding apartmentalization is first examined by the Heritage Committee so as to preserve the heritage status of Corbusian Chandigarh. Taking an overall view of the matter, Their

Lordships were of the considered view that permitting redensification in Phase I, which has heritage value, on account of being “Corbusier’s Chandigarh”, without the same being approved by the Heritage Committee, is contrary to the CMP-2031 itself. Their Lordships observed that the High Court itself held that apartmentalisation is not permissible; it goes on to hold that though the developers/builders are in effect indulging into construction of three apartments in a building, the same does not amount to apartmentalisation. The Hon’ble Supreme Court held that this would amount to permitting something indirectly which is not permitted directly. The authorities of the Chandigarh Administration were blindly sanctioning building plans, when from the building plans itself it was apparent that the same are in effect converting one dwelling unit into three apartments. Though much emphasis is placed by learned counsel for the petitioners in *Resident’s Welfare Association and another* (supra), no doubt the observations made are extremely significant, in the facts of the present case we are of the considered view that the decision does not support the petitioners’ cause.

46. In *Balco Employees' Union (Regd.)* (supra) Their Lordships in paragraph 46 held that it is neither within the domain of the courts nor the scope of the judicial review to embark upon an enquiry as to whether a particular public policy is wise or whether better public policy can be evolved. It is held that “nor are our courts inclined to strike down a policy at the behest of a petitioner merely because it has been urged that a different policy would have been fairer or wiser or more scientific or more logical.”

47. We therefore do not find any merit in the petition.

48. The writ petition is dismissed with no order as to costs. The interim applications are disposed of.

(S. M. MODAK, J.)

(M. S. KARNIK, J.)

48. After the judgment was pronounced, a request is made by the learned counsel for the petitioners for continuing the interim order which is operating. Learned Senior Advocates for the respondents opposed the request. However, since the interim order has been granted as far back as from 11/06/2025, we are inclined to

continue the interim order by a further period of four weeks from today.

49. It is open for the respondents to apply for OC. The application may be processed. However no final decision thereon be taken for a period of four weeks from today.

(S. M. MODAK, J.)

(M. S. KARNIK, J.)