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

## WRIT PETITION NO. 5159 OF 2026

1. M/s. L.B. Kunjir Thr. Its Partner
   Shri. Amit L.Kunjir,
   Age – 47, Occupation – Business,

2. Shri. Laxman Bhausaheb Kunjir,
   Age – 74, Occupation – Business,

3. Sau. Kusum Laxman Kunjir,
   Age – 74, Occupation – Business,
   Above all residing at – B – 107,
   Pelican Building, Raheja Woods,
   Kalyani Nagar, Pune – 411 046. ...Petitioners

***Versus***

1. The State of Maharashtra
   The Principal Secretary,
   Urban Development Department,
   Government of Maharashtra, Mantralaya,
   Mumbai – 400 032.

2. The Collector of Pune,
   Pune – 411 001.

3. The Pune Municipal Corporation,
   Shivajinagar, Pune – 411 005,
   through its Municipal Commissioner ...Respondents

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Dr. Ramdas P. Sabban a/w Mr. Pravin Sabban, Mr. Shrikant Kompali, Mr. Rohit Chitiken for the Petitioners.

Mrs. Neha S. Bhide, GP a/w Mrs. Shruti D. Vyas, Addl. GP, Mrs. P.J. Gavhane, AGP for State Respondent Nos.1, 2 – State.

Mr. Rishikesh M. Pethe, for Respondent No.3.

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**CORAM : MAHESH CHANDRA TRIPATHI, CJ. &**
**ADVAIT M. SETHNA, J.**

**RESERVED ON : 10th SEPTEMBER, 2026.**
**PRONOUNCED ON : 24th SEPTEMBER, 2026.**

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**JUDGMENT (Per : Advait M. Sethna, J.) :-**

**1.** Heard learned counsel for the parties.

**2.** Rule. Rule made returnable forthwith, with the consent of the parties.

**3.** This instant Petition is preferred for the following substantive reliefs:-

> "*(a) This Hon'ble High Court may be pleased to issue a Writ of Mandamus or any other appropriate Writ, direction or order, directing the Respondents to acquire & pay compensation with all the statutory benefits, for the petitioner's owned said land admeasuring area 1721.03 sq. mtrs. reserved for 18 mtr. D.P. Road widening, situated at Survey No. 56/6C/1, 566C/2, 56/6C/2/2, 56/6C/2/3, 56/6C/2/4 & 56/6C/2/5 at Kharadi, Pune, on which the Respondent Municipal Corporation has forcibly/ illegally constructed the said 18 mtr. wide D.P. Road widening, without following due process of law of land acquisition.*"

**I. Factual Matrix:-**

**4.** The Petitioners claim to be the owners of land admeasuring 1721.03 sq. mtrs., bearing Survey Nos. 56/6C/1, 566C/2, 56/6C/2/2, 56/6C/2/3, 56/6C/2/4 and 56/6C/2/5 at Kharadi, Pune, which is reserved for widening of an 18 Mtr. D.P. Road ("**Subject Land**" for short).

**5.** On 29th August 2013, the Land Acquisition and Management Department of the Respondent No. 3 - PMC called upon the Petitioners to hand over possession of the subject land. It was stated therein that due compensation will be paid in the form of additional Floor Space Index (FSI)/Transferable Development Rights (TDR)/Cash compensation in lieu of the subject land.

**6.** Pursuant thereto, by a Possession Receipt dated 9th June 2016, the Petitioners agreed to hand over the possession of the subject land admeasuring 1721.03 sq. mtrs. to Respondent No.3 - PMC on the condition that compensation in the form of FSI/TDR will be given for the affected area of the subject land.

**7.** Thereafter, after almost 10 years, by a letter dated 10th February 2026, the Petitioners requested the Respondent No. 3 - PMC to acquire the subject land and pay monetary compensation in accordance with law. According to the Petitioners, however, no further action was taken by the Respondent No.3 - PMC.

**8.** The Petitioners, therefore, approached this Court by filing the present Petition on 13th March 2026. By an order dated 7th May 2026, this Court directed Respondent No.3-PMC to take a decision regarding payment of compensation to the Petitioners in accordance with the applicable rules/policy.

**9.** Pursuant thereto, on 22nd July 2026, the Respondent No.3 – PMC filed an Affidavit-in-Reply. It is stated therein that the Municipal Commissioner, upon considering the entire file in relation to the execution of the Possession Receipt dated 9th June 2016 rejected the Petitioners' claim for monetary compensation and held that the Petitioners were entitled to compensation in the form of FSI/TDR, as stipulated therein. The Petitioners were accordingly at liberty to submit a proposal for TDR/FSI in accordance with the prescribed procedure, so as to enable the Respondent No. 3 - PMC to consider the same expeditiously.

## II. Rival Contentions:-

### A. Submissions of the Petitioners :-

**10.** Mr. Sabban, learned Counsel for the Petitioners would submit that the Petitioners have been deprived of their valuable property rights in violation of Articles 14 and 300-A of the Constitution of India.

**11.** Mr. Sabban would submit that the subject land is required to be acquired under Section 126(1)(a) of the Maharashtra Regional and Town Planning Act, 1966 ('**MRTP Act**' for short) and that the Respondents cannot deprive them of the subject land without following the due process of acquisition and compensation under the provisions of the Maharashtra Municipal Corporation Act, 1949 and MRTP Act. According to him, the Respondents cannot, merely by offering additional FSI/TDR, compel them to part with their property without following the statutory procedure for acquisition and without payment of compensation in accordance with law.

**12.** Mr. Sabban would then submit that a co-ordinate Bench of this Court vide Order dated 7th May 2026 directed Respondent No.3- PMC to take a decision for payment of compensation to the Petitioners as per rules. However, the Respondent No.3 - PMC took a contrary stand by rejecting Petitioners' claim for monetary compensation.

**13.** Mr. Sabban would further submit that the Possession Receipt dated 9th June 2016 would not constitute a concluded contract between the Petitioners and the Respondents, with respect to giving possession of the subject land against additional FSI/TDR compensation. In the absence of such concluded contract, the Respondents cannot treat the Petitioners' willingness for receiving FSI/TDR as an agreed consideration for acquisition in accordance with law.

**14.** Mr. Sabban would contend that acquisition by agreement under Section 126(1)(a) or (b) requires a joint consensus and cannot rest upon a unilateral offer by the acquiring authority. In this regard, reliance is placed upon the decisions in ***Shree Vinayak Builders and Developers, Nagpur v. State of Maharashtra and Others***[1], ***Pundalik Sharanbasappa Patil v. State of Maharashtra***[2] and **Niyojit *Siddhivinayak Gruhnirman Sanstha Marjewadi v. The State of Maharashtra***[3]. The Full Bench in ***Shree Vinayak Builders and Developers, Nagpur*** (supra) has, in particular, recognised that that the offer of additional FSI/TDR is not binding upon the landowners and that the authorities cannot unilaterally insist on the same.

**15.** Mr. Sabban further placed reliance on the decisions of co-ordinate Bench of this Court in ***Makarand Sharad Pande & Ors. v. State of Maharashtra***[4]; ***Lata Balaso Patil Through Power of Attorney Holder v. State of Maharashtra and Ors***[5]; ***Sushant Sureshrao Charjan v. The State of Maharashtra***[6]; and ***Minakshi Pramod Sonar v. The State of Maharashtra***[7]**.** This to

1 2022 SCC OnLine Bom 1562
2 Writ Petition No.9003 of 2021 dt. 14.07.2022
3 Writ Petition No.5391 of 2025 dt. 25.11.2025
4 2026 SCC Online Bom 1432
5 2026 SCC Online Bom 6939
6 WP No.7119 of 2016 decided on 17th March 2020
7 2024 SCC Online 1220

support his contention that the Respondent cannot compel the Petitioners to accept the compensation in form of FSI/TDR only, by refusing to accept the Petitioners' plea/prayer for monetary compensation in the given factual matrix. Accordingly, the Petitioners are entitled to 80% advance compensation and 75% additional compensation as provided under Section 40 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

**16.** According to Mr. Sabban, there is a continuing cause of action and that delay/laches is irrelevant, placing reliance on the Supreme Court's decisions in ***Tukaram Kana Joshi*** **& Ors Thr. Power of Attorney Holder v. M.I.D.C. & Ors**[8]**.** *and* ***Sukh Dutt Ratra v. State of Himachal Pradesh***[9].

**17.** In light of above, he would urge that the Petition be allowed.

**B. Submissions on behalf of Respondent No.3 – PMC :-**

**18.** Per Contra, Mr. Rishikesh Pethe, learned for the Respondent No.3 would submit that the Petition is completely misconceived, devoid of merit, and deserves to be dismissed.

**19.** He would first invite the attention of this Court to communication dated 29th August 2013 addressed by the Deputy

8 (2013) 1 SCC 353
9 (2022) 7 SCC 508

Commissioner, Land Acquisition and Management Office, Land and Properties, Pune Municipal Corporation to the Petitioners.

**20.** By the said communication, the Respondent Authorities, *inter alia*, provided that in case the possession of the subject land is given to the Respondent No.3 – PMC under Section 126 of the MRTP Act, due compensation will be paid to the Petitioners in the form of additional FSI/TDR/Cash compensation in lieu of the said acquisition. The Petitioners were required to submit the necessary documents to the concerned Respondent - Department.

**21.** Mr. Pethe, would then rely on the document in the nature of a possession receipt dated 9th June 2016 addressed by the Petitioners to the Respondent Authorities. He would submit that the said communication clearly records the acceptance by the Petitioners of the offer made by the Respondent No.3 pursuant to the decision of subject land acquisition. The possession of the subject land was handed over as per the said communication with the condition that the compensation in form of FSI/TDR will be paid for the said affected land by the Respondent Authorities, under the extant Rules and Policies.

**22.** Thereafter Mr. Pethe, would submit that until 10th February 2026, there has been no response from the Petitioners to the Respondents. It is only by such letter dated 10th February 2026 that the Petitioners have demanded compensation by stating that the Petitioners are no longer interested in TDR and that they are not bound to accept such TDR in lieu of the acquisition of the subject land.

**23.** Mr. Pethe would rely on Section 126(1)(a) of the MRTP Act to submit that the said provision is of no assistance to the Petitioners to support their claim for monetary compensation in lieu of the FSI/TDR in the given facts and circumstances. This is more particularly considering the fact that pursuant to the possession receipt dated 9th June 2016, there is a concluded contract, for FSI/TDR compensation that has taken place in the given factual situation.

**24.** Mr. Pethe, would submit that pursuant to the order of the coordinate Bench of this Court dated 7th May 2026, the Municipal Commissioner has rejected the Petitioners' claim for monetary compensation, which is stated in the Affidavit-in-Reply dated 22nd July 2026 filed by the Respondent No.3.

**25.** Mr. Pethe would submit that considering the above, the decision of the Full Bench in ***Shree Vinayak Builders and Developers, Nagpur*** (supra) as well as the other decisions cited by the Petitioners will lend no assistance to the case of the Petitioners.

**26.** In light of all the above submissions, Mr. Pethe would urge that the Petition is devoid of merits and deserves to be dismissed.

**III. Analysis and Conclusion :**

**27.** Heard learned counsel for the parties and with their assistance, perused the record.

**28.** At the very outset, in our view, an interesting legal issue falls for our determination, revolving around a narrow compass. We are called upon to decide whether the claim of the Petitioners to insist on monetary compensation and not FSI/TDR, under the relevant statutory provisions, is sustainable in law.

**29.** In the above context, it would be necessary at this juncture to, refer to the communication dated 29th August 2013 which reads thus:

> *"**True Translation Copy from Marathi to English***
>
> *Land Acquisition and Management Office, Land and Properties, Pune Municipal Corporation,*
> *Outward No. LEO/3292,*
> *Date: 29-08-2013*
>
> *To,*
> *Mr. Laxman Bhausaheb Kunjir & Ors.*
> *R/o. Kharadi*
>
> *Subject:- About 18 Mtr. D.P. Road at Pune Kharadi Survey No. 56.*
>
> *By Mutual Compromise the Pune Municipal Corporation intend to take possession of the Lands situated at Survey No. 56/6C/2 at Kharadi, Pune affected by the 18 Mtr. D.P. Road Reserved Lands under the Pune City Development Plan. Prima facia the said land is in your possession.*
>
> *In case the possession of the said 18 Mtr. D.P. Road Reserved Lands*

*is given to the Pune Municipal Corporation as per the provisions of Section 126 of the MRTP Act, it is proposed to take the possession of this land by Mutual Compromise as per the final Land area affected as shown in the final Government Measurement Map and after verification of the title documents as per 7/12 extract, and after getting advice from the Legal Advisor of the Pune Municipal Corporation. The due Compensation will De paid in the form of Additional FSI/TDR/Cash Compensation in lieu of the said 18 Mtr. D.P. Road Reserved Lands. The appropriate proposal for Compensation alongwith all the required documents as per official procedure should be submitted to the Department.*

*Hence you are requested to handover the said subject properties reserved for 18 Mtr. D.P. Road to the Pune Municipal Corporation, and cooperate in the Development of Pune city.*

*Sd/-*
*Deputy Commissioner*

*Land and Properties, Pune Municipal Corporation Land Acquisition and Management Office, Land and Properties, Pune Municipal Corporation."*

**30.** Pursuant to the above, we refer to the communication dated 9th June 2016 which reads thus :

***"[Translation of a photocopy of a Preliminary Possession Receipt typewritten in Marathi.]***

*Exh.C*
*36*

***(Subject to the provisions prescribed under Section 126 of M.R.T.P. Act)***
***Preliminary Possession Receipt***

*I/We, the undersigned,*
*Name – M/s. Amit L. Kunjir, through Partner Shri Amit Laxman Kunjir.*
*Age – 36 years.*

*Address – Pelican Building, Raheja Woods, Kalyani Nagar, Pune – 411 006.*

*give in writing the Possession Receipt in favor of Pune Municipal Corporation, for the reasons as mentioned herein-below.*

*Description of the Property – Land bearing S. No. 56/6C/1, 56/6C/2, 56/6C/2/2, 56/6C/2/3, 56/6C/2/4, 56/6C/2/5 part, thus, total area admeasuring 86.83 Are, situated at Village – Kharadi.*
*Approximate Area admeasuring 1721.00 sq. mts. affected by widening of 18 Meter DP Road and the four boundaries thereof are as under:*

| | |
|---|---|
| *On East -* | *Remaining property from out of S. No. 56/6C/1, 56/6C/2, 56/6C/2/2, 56/6C/2/3, 56/6C/2/4, 56/6C/2/5.* |
| *On West -* | *S. No. 56/1B + 2A+6A part.* |
| *On South -* | *S. No. 57 part and 18 mts. D.P. Road.* |
| *On North -* | *Internal Road from out of S. No. 56/6C.* |

*A requisition bearing O. No. LEO/3292, dated 29.08.2013, under Section 126 of the MRTP Act, has been sent to you regarding taking possession of the area admeasuring 1721.00 sq. mts. approximately, the area affected by widening of 18 mts. D.P. Road, from out of the property bearing S. No. 56/6C/1, 56/6C/2, 56/6C/2/2, 56/6C/2/3, 56/6C/2/4, 56/6C/2/5, situated at Village – Kharadi. After determination of the final area being calculated as per Official Government Survey and in accordance with the opinion and layout from the Development Planning Department, regarding the area affected by road widening and upon verification of the land ownership in accordance with the opinion of the Legal Advisor's Office, admissible consideration in the form of F.S.I./T.D.R. towards the said land shall be granted as per prevailing rules and policy.*

*Hence, subject to the aforesaid conditions, the possession of the said land is being handed over. In accordance with the prevailing procedures of the Department, we shall submit documents pertaining to the Ownership Rights and land survey map etc. and shall transfer the said area in favor of the Municipal Corporation. We have been informed that unless and until the 7/12 extract in respect thereof is produced before the Municipal Corporation by us, we will not get any compensation towards the said land.*

*Thus, on this day, the date 9.6.2016, we are handing over the possession of the said land, after understanding the above-mentioned aspects.*

| | |
|---|---|
| *Party giving possession* | *Party taking possession* |
| *For M/s. Amit L. Kunjir* | *(Signature Illegible)* |
| *(Signature Illegible)* | *(Suhas Nalawade)* |
| *PARTNER* | *Deputy Engineer* |
| *Shri. Amit Laxman Kunjir.* | *Estate and Management* |
| | *Pune Municipal Corporation."* |

A plain reading of the above would demonstrate that the Petitioners handed over the possession of the said land subject to the conditions set out in the communication dated 9th June 2016. This being that the Petitioner shall receive admissible consideration in the form of FSI/TDR towards the subject land, to be granted as per the prevailing rules and policy. The above document which is in the nature of preliminary possession receipt, further records that unless and until the 7/12 extract in respect of the subject land is produced before the Municipal Corporation by the Petitioners, they will not be entitled to any compensation towards the subject land. Be that as it may.

**31.** A conjoint reading of the above documents, would clearly indicate that the communication dated 29th August 2013 is in the nature of an offer by the Respondent No.3 to the Petitioners. Such offer was accepted by the Petitioners vide the subsequent possession receipt dated 9th June 2016 issued, referring to Section 126 of the MRTP Act. Such acceptance in writing clearly records that the Petitioners would accept the admissible consideration in the form of FSI/TDR at the prevailing rates, in accordance with the extant Rules/Policy. Such offer, followed by the acceptance by the Petitioners vide the possession receipt dated 9th June 2016 by which the Petitioners voluntarily handed over possession of the subject land to the Respondent No.3 – PMC for the purpose of acquisition, would constitute a legally binding contract, even under the scheme and framework of the Indian Contract Act, 1872 ("***Contract Act***" for short).

**32.** At this juncture, we deem it apposite to refer to the following provisions of the Contract Act, which read thus:-

> "***2(a)*** *When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal.*
>
> ***2(b)*** *When the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted. A proposal, when accepted, becomes a promise.*
>
> ............
>
> ***2(d)*** *When, at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing, something, such act or abstinence or promise is called a consideration for the promise."*
>
> .............
>
> "***10. What agreements are contracts***. - *All agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void.*
>
> Nothing herein contained shall affect any law in force in India and not hereby expressly repealed by which any contract is required to be made in writing or in the presence of witnesses, or any law relating to the registration of documents."

**33.** Based on the above, it is evident that the Petitioners elected FSI/TDR vide their acceptance in writing dated 9th June 2016, pursuant to the offer of the Respondents vide their communication dated 29th August 2013. In the given facts and circumstances, we are clearly of the view that the offer of the Respondent No.3 - PMC by communication dated 29th August 2013 and the unequivocal acceptance of the same by the Petitioners vide possession receipt dated 9th June 2016 constitutes a legally binding and concluding contract between the parties. Such finding is returned more particularly in light of the categorical observations recorded by the Full Bench in ***Shree Vinayak Builders and Developers, Nagpur*** (supra) which are discussed in the paragraphs to follow.

**34.** In the aforesaid backdrop, we are, therefore, not persuaded to accept the submission of Mr. Sabban to the effect that there is no concluded contract in the given factual complexion. Despite specific query put to him in this regard, we have not been able to get any satisfactory response to buttress the Petitioners' claim of there being no concluded contract, in terms of the Full Bench decision (supra).

**35.** We have duly perused the Letter dated 10th February 2026 addressed by the Petitioners to the Respondent No.3. The Petitioners for the first time vide the said communication, record that they are not interested in accepting TDR in lieu of the subject land handed over for acquisition to the Respondents, which according to them, is not binding on the landowner. They would on the other hand, insist for compensation in accordance with law for the subject land of which they claim to be the owners. This would tantamount to a complete change of stance at the behest of the Petitioners, by which they are resiling from the binding contractual terms (supra), as mutually agreed upon.

**36.** In the above context, it is apposite to refer to the decision of the Supreme Court in ***State of Haryana & Ors. Vs M/s. Jai Durgaa Finvest P. Ltd.***[10]. It was held therein that, in matters of contract between the parties, the function of the Courts is to interpret and enforce the terms as has been agreed between the parties. The Courts will not re-write the terms howsoever reasonable the substituted term may appear to be. It was further held that where the parties have committed to certain unambiguous terms, the parties are bound by the same. Once the parties with their eyes open, without any protest whatsoever and with free will, accept certain terms of a contract they cannot afterwards be permitted to go back on the same merely because at a later point of time the stipulation proves to be onerous.

**37.** In light of the above, in the event we accept the claim of the Petitioners for monetary compensation made for the first time in the year 2026 despite a concluded contract taking place on 9th June 2016, we are not stopping short of re-writing such legally binding concluded contract between the parties. Such recourse is held to be impermissible in law, in various decisions of the Supreme Court *inter alia*, ***General Assurance Society Ltd. vs. Chandumull Jain and another***[11]; ***Rajasthan State Industrial Development & Investment Corporation vs. Diamond & Gem***

10 2026 SCC OnLine SC 1323
11 AIR 1966 SC 1644

***Development Corporation Ltd.***[12]; ***Shree Ambica Medical Stores vs. Surat People's Coop. Bank Ltd.***[13]; and ***GMR Warora Energy Ltd. vs. Central Electricity Regulatory Commission***[14]. The same were also re-iterated in a recent judgment of the Supreme Court in ***Venkataraman Krishnamurthy And Another v. Lodha Crown Buildmart Private Limited***[15], the relevant extract of which, for convenience, reads thus:-

> *"16. In this regard, we may refer to the Constitution Bench decision in General Assurance Society Ltd. vs. Chandumull Jain and another, wherein it was observed that, in interpreting documents relating to a contract of insurance, the duty of the Court is to interpret the words in which the contract is expressed by the parties because it is not for the Court to make a new contract, however reasonable, if the parties have not made it themselves. Thereafter, in Rajasthan State Industrial Development & Investment Corporation vs. Diamond & Gem Development Corporation Ltd., this Court reiterated that a contract, being a creature of an agreement between two or more parties, is to be interpreted giving the actual meaning to the words contained in the contract AIR 1966 SC 1644 (2013) 5 SCC 470 and it is not permissible for the Court to make a new contract, however reasonable, if the parties have not made it themselves.*
>
> *17.* ***More recently, in Shree Ambica Medical Stores vs. Surat People's Coop. Bank Ltd., it was observed that, through its interpretative process, the Court cannot rewrite or create a new contract between the parties and has to simply apply the terms and conditions of the agreement as agreed between the parties. Again, in GMR Warora Energy Ltd. vs. Central Electricity Regulatory Commission, it was observed that Courts cannot substitute their own view of the presumed understanding of commercial terms by the parties, if the terms are explicitly expressed. It was held that the explicit terms of a contract are always the final word with regard to the intention of the parties."***
>
> (Emphasis supplied)

In our view, captured in essence, the ratio in the above judgments clearly would be that, the Courts exercising writ

12 *(2013) 5 SCC 470*
13 *(2020) 13 SCC 564*
14 *(2023) 10 SCC 401*
15 *(2024) 4 SCC 230)*

jurisdiction ought not to pass any order/directions which would result in making a new contract or re-writing the same. We, therefore cannot countenance the stand espoused by the Petitioners, as the law would clearly not support the same.

**38.** We have carefully perused the decision of the Full Bench of this Court in ***Shree Vinayak Builders and Developers, Nagpur*** (supra). The Full Bench in paragraph 34 of the decision has clearly contemplated existence and or non-existence of a concluded contract. Accordingly, it is held that if there exists a concluded contract between the parties, the landowner or lessee cannot withdraw his request for compensation and/or refuse to surrender the land. In other words, the parties are bound to act on the terms and conditions of such concluded contracts. However, the existence of a concluded contract would be a question of fact to be determined in the facts and circumstances of every case. In such view of the matter, the decision of the Petitioners to refuse to accept FSI/TDR as compensation and to insist only on monetary compensation would effectively mean changing the terms of a concluded contract and seeking such relief in writ jurisdiction, is legally impermissible.

**39.** At this juncture, it would be relevant to refer to Section 126 (1) of the MRTP Act, which is reproduced below :-

> ***"126. Acquisition of land required for public purposes specified in plans -***
>
> ***(1) When after the publication of a draft Regional Plan, [Structure plan] a Development or any other plan or town planning scheme, any land is required or reserved for any of the public purposes specified in any plan or scheme under this Act at any time the Planning Authority, Development Authority, or as the case may be, any Appropriate Authority may, except as otherwise provided in section 113A acquire the land, -***
>
> *(a) by agreement by paying an amount agreed to, or*
>
> ***(b) in lieu of any such amount, by granting the land-owner or the lessee, subject, however, to the lessee paying the lessor or depositing with the Planning Authority, Development Authority or Appropriate Authority, as the case may be, for payment to the lessor, an amount equivalent to the value of the lessor's interest to be determined by any of the said Authorities concerned on the basis of the principles laid Acquisition, Rehabilitation and Resettlement Act, 2013), Floor Space down in the Right to Fair Compensation and Transparency in Land Index (FSI) or Transferable Development Rights (TDR) against the area of land surrendered free of cost and free from all encumbrances, and also further additional Floor Space Index or Transferable Development Rights against the development or construction of the amenity on the surrendered land at his cost, as the Final Development Control Regulations prepared in this behalf provide, or***
>
> *(c) by making in application to the State Government for acquiring such land under the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013],*
>
> *and the land (together with the amenity, if any, so developed or constructed) so acquired by agreement or by grant of Floor Space Index or additional Floor Space Index or Transferable Development Rights under sections for under the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013], as the case may be, shall vest absolutely free from all encumbrances in the Planning Authority. Development Authority, or as the case may be, any Appropriate Authority."*
>
> (Emphasis supplied)

Apropos the above, we find that the facts of the given case are such that the conditions under Section 126(1)(b) are duly fulfilled. In view thereof, the acquisition proceedings are undertaken clearly by consensus of both the Petitioners and the Respondent – Authorities, and not merely at the instance of the Respondent – Authorities. Accordingly, the reliance on the Full Bench decision (supra) by the Petitioners, is like carrying coal to New Castle, which does not take the case of the Petitioners any further.

**40.** Similarly, the other decisions cited by the Petitioners in the case of ***Makarand Sharad Pande & Ors.*** *(supra)*, ***Lata Balaso Patil*** *(supra)*, ***Sushant Sureshrao Charjan*** *(supra)* and ***Minakshi Pramod Sonar*** *(supra)* will not come to the aid/assistance of the Petitioners primarily on the ground that there is a concluded contract in the given factual complexion, unlike the facts situation in those cases. Even on such count, those decisions are clearly distinguishable on facts and the Petitioners cannot insist on the relief of monetary compensation, in the given case, by relying on those authorities.

**41.** We may observe that, had the converse been true and in case there was no concluded contract between the parties, then the Petitioners' case for claiming monetary compensation would have had some substance, as held in a recent co-ordinate bench decision of this Court in ***Purnima Talkies vs Chief Officer,***

***Dahanu Nagar Parishad, Dahanu***[16], which is not the case, before us.

**42.** The Affidavit-in-Reply of the Respondent No.3 dated 22nd July 2026 discloses that the representation of the Petitioner for monetary compensation was rejected pursuant to the order of the coordinate Bench this Court dated 7th May 2026. Be that as it may. In light of our analysis above, we are not persuaded to accept the case of the Petitioners and/or grant any relief in the given facts and circumstances.

**43.** The Petitioners have placed reliance by way of written submissions on the decision of this Court in ***Tukaram Kana Joshi* & Ors.** *(supra) and* **Sukh Dutt Ratra** *(supra)*. These judgments mainly deal with delay and laches and that there is a continuing cause of action for persons claiming compensation. In our view, such decisions in the given factual complexion lend no assistance to the Petitioners. There being no quarrel with such principle laid down therein, however, the same would not apply in the present case.

**44.** For all the above reasons, in our considered view, the Writ Petition is devoid of merit. Accordingly, Rule is Discharged and the Writ Petition is Dismissed.

16 2025 SCC OnLine Bom 326

**45.** Before parting, we clarify that the Petitioners are at liberty to submit a proposal for compensation in form of FSI/TDR, in accordance with the prescribed procedure to the Competent Authority/Officer of the Respondents which, in the absence of any other impediment can be considered, in accordance with law, expeditiously.

**[ADVAIT M. SETHNA, J.]** **[CHIEF JUSTICE]**