

Ref: DM/TG/718/2024

Date: April 12, 2024

**Sujata Nivas Co-op. Hsg. Soc. Ltd.**  
1/C3/3, S. V. Road,  
Bandra West, Mumbai 400 050

Sir/Madam,

**Re: Review of litigations in respect of Gurukrupa Realcon Infrastructure LLP and Roswalt Realty Pvt. Ltd and Romell Real Estate Pvt. Ltd.**

---

1. We are in receipt of details of Litigations in respect of Gurukrupa Realcon Infrastructure LLP, which is annexed hereto at **Annexure 'A'**. We are in receipt of Details of Litigations in respect of Roswalt Realty Private Limited at **Annexure 'B'** and Details of Litigations in respect of Romell Real Estate Private Limited at **Annexure 'C'** hereto.
2. On the basis of the information provided and relying upon the Annexure 'A', Annexure 'B' and Annexure 'C' and the details mentioned therein to be true and correct, we have drafted our present report.
3. Considering that there may be numerous litigations which may relate to numerous issues unrelated to the redevelopment, we have streamlined and only focused on those litigations which relate to Redevelopment projects. This will only help the society to ascertain whether the developer has any redevelopment projects which are in dispute and/or which of those are stalled / delayed and how much of these societies have terminated their development rights. These factors has been considered in our report, based on which the Society can take its decision.

**A. Gurukrupa Realcon Infrastructure LLP**

Out of Sr.no.1 to 6, following are the matters that relates to redevelopment of the Property:

- **Sr.no 1** - is a Writ Petition filed by one Dominic Savio (Petitioner) primarily against MHADA and others including Gurukrupa (Developer). Petitioner is seeking Writ of Mandamus against MHADA officials prohibiting construction on 18ft wide access road that would compromise its width.

It states that as on date the matter is pending and no direction/order has been passed by the Court.

- **Sr.no 2 and 4** - appears to be inter se disputes between the family members in respect of a Flat and **sr.no 5** appears to be dispute between a member, the developer and the office bearers of the Society in respect of a Flat.
- **Sr.no 3** - is a Writ Petition filed by the Developer primarily against the General Manager ATM Western Region Airports Authority Of India Headquarters and Another. The Developer is seeking the Hon`ble Court to issue Writ of Certiorari against Airports Authority Of India.

In the present petition, it appears that Airport Authority of India issued an Order in respect of Height NOC for redevelopment project of the Developer. The Developer is seeking a relief from the Court directing the Airport Authority to quash the said Order and process and issue further building permissions, sanctions, clearances etc. in accordance with the Original Height NOC dated 9th February 2021.

- **Sr.no 6.** - is a Writ Petition filed by Juhu Ankur Co-operative Housing Society Ltd. Vs. MHADA and others including Gurukrupa Realty (Respondent No.5 therein) appears to be related to redevelopment of the property.

On bare perusal, it appears that the Society has sought papers and proceedings in respect of Intimation of Approval (IOA) issued by MHADA in respect of redevelopment of property and further seeks direction from the Hon`ble Court to issue "Stop Work Notice" to the

redevelopment activity until the proper security measures are taken by the Developer.

It has been stated that as on date the petition is pending and there are no orders against the Developer.

**Analysis:** Sr. nos. 1, 3 and 6 are the matters in respect of redevelopment of the Society. It appears that Prima-facie the above matters do not appear to be default or termination on part of the Developer or delay in possession in redevelopment matters.

**B. Roswalt Realty Pvt Ltd**

There are 2 matters against Manish Builders/Roswalt Realty (Partner of Manish Builders). On bare perusal of the litigation details and letter dated 13<sup>th</sup> March 2024 addressed by Advocate Yashvi Panchal bearing reference no. 0503/2024, it appears as follows:

- Sr.no 1 is a dispute between one of the member and the Developer in respect of a particular shop/flour mill.
- Sr.no 2 is a commercial suit wherein the Plaintiff is claiming his title in respect of the property mentioned in the said letter. As per the letter addressed by Advocate Yashvi Panchal, an Indenture dated 9<sup>th</sup> January 1989 has been executed by and between the then owners and the Developer and name of the Developer has been recorded in Property Card.

It has been stated that both the matters are pending; however, there are no adverse orders passed in any of the above matter against Manish Builders/Roswalt Realty (Partner of Manish Builders).

**Analysis:** The above two matters are not concerned with redevelopment of the Society.

**C. Romell Real Estate Pvt.Ltd**

On perusal of the litigation details provided, it appears as follows:



- **Sr.no 1** – A suit has been filed by the Developer against the Society seeking declaration that the development rights granted by the Society in favour of Developer is valid, subsisting and binding on Society. The developer filed a Chamber Summons in the Suit to implead original owners of the property as party to suit. The said Chamber Summons was dismissed. Hence Developer filed Writ Petition (sr.no.1) to quash and set aside the order of dismissal of chamber summons.  
It is stated that Writ Petition and Suit are pending for its final hearing and disposal.
- **Sr.no. 13 and 14** are the matters filed by the Developer against Everard Nagar CHSL seeking declaration of an LOI executed by society in favour of the Developer.
- **Sr.nos. 19 and 20** appears to be Matters filed by tenants of a society against the MCGM and Developer. Building has been demolished. No other details in respect of suit has been provided.  
It is stated that the matter is pending and for final disposal and has been transferred to Dindoshi Court.
- **Sr.no. 21** is a matter is in respect of dispute and claims by the Land Owner seeking performance of an Agreement under which the Plaintiff(Land Owner) is claiming rights. Project is completed. Suit is pending.
- **Sr.no. 22** is a matter between a Society viz Mukti CHSL and Mankabai V. Bhusarath and others wherein the Developer is a party Respondent No.3. Developer is the owner of the property. Seems to be an eviction dispute. Eviction Order has been passed against Mukti CHSL.
- **Sr. nos 24 and 25** are the matters filed by Society viz Romell Grandeur Welfare CHS against the Developer. The members have filed a suit challenging the Car Parking Tower that the Developer proposed to



construct. No Orders/directions has been passed against the Developer. Suit is pending.

- Sr. nos 26, 27, 28 and 33 are the matters filed by tenants of a Plot against the Developer and others. Development Rights has been granted to the Developer. No other details has been provided.
- Sr.no 2, 3, 4 and 5 are the matters in respect of dispute under Land Acquisition (ULC Act) filed by the Developer against the Airport Authority of India. Constitutional validity has been challenged.
- Sr.no 6, 7, 8 and 30 are the matters that appears to be dispute between the Developer and Nityanand Society, an adjoining society of a plot owned by the Developer.  
No orders/reliefs have been granted to Nityanand Society and sr.no 6 and 7 has been disposed of and sr.no.8 appears to be dispute between the adjoining society and its member. Sr.no 8 is pending.
- Sr.no 9 is a matter filed by one El-Plaza CHSL against M/s Correa Builders Pvt. Ltd in respect of Conveyance of Land adjoining to Land owned by the Developer.
- Sr. no. 10 is a matter in respect of dispute with land owners, an inter se dispute under The Urban Land (Ceiling and Regulation) Act.
- Sr.no.15 is a matter of dispute against MCGM to carry out structural audit under the provision of MMC Act.
- Sr.no 11, 12, 16, 17 and 18 are the matters relating to unauthorized construction, title, conveyance of respective plots/land and land owner dispute.
- Sr.no. 23, 29 are matter between 2 societies in respect of easmentary rights in respect of the respective societies.

- Sr.nos. 31 and 32 appears to be an inter se disputes between the family members in respect of a Flat in a building redeveloped by the developer. Developer is the formal party. No reliefs has been sought against the developer.

Analysis: Sr.no 1, 13, 14, 19, 20, 21, 22, 24, 25, 26, 27, 28 and 33 are the matters that may concern directly/indirectly with redevelopment of the Society and/or its members and seems to be in relation to the termination (sr.no 13 & 14) and/or performance of the Developer.

Yours truly;  
For M/s. SL Partners

  
  
Tushar Gujar\*  
(Partner)

Encl: As above



# Annexure "A"

## GURUKRUPA REALCON INFRASTRUCTURE LLP

Sr. No.	Case & Court	Parties	Nature of litigation and Reliefs/Prayers	Status
1.	Bombay High court <b>OOCJ- WRIT PETITION NO. 5126 OF 2022</b>	Dominic Savio Vidyalaya V/S The Vice President Mhada And 9 Other	Civil a. Rule be issued, b. The court is requested to issue a Writ of Mandamus or other appropriate order to the Respondents to address the Petitioner's complaint dated 5.7.2022 and 24.08.2022. c. The court is requested to issue a Writ of Mandamus or other appropriate order to the Respondents to address the petitioner's complaint and fire officer's report. d. The court is requested to issue a Writ of Mandamus or other appropriate orders to the Respondents, prohibiting any construction or beautification on an 18ft wide access road that would compromise its width. e. For ad-interim relief in terms of prayer clause (d). f. The Writ Petition filed by the Petitioner be allowed with costs. g. The petitioners are entitled to any additional relief as per their findings.	Pending – No prohibitory order or injunction against us
2.	Bombay High court <b>OOCJ- SUITS: SL/33238/2022</b>	Neelam Paranjape V/S Kirti kiran joshi & Gurukrupa Realcon Infra LLP (Resp.5)	Civil a. The plaintiff holds a 50% undivided share in the Suit Property, tenement No.2965 on the ground floor of Building No.99 Anand Kutir CHS Ltd., admeasuring 217.75 Sq.Ft., on land redeveloped into Flat No. A-201, averaging 631 sq.ft. b. The plaintiff is entitled to 50% of all monetary benefits under the Development Agreement dated 18/12/2020, including monthly, brokerage, transportation, and hardship compensation received or receivable by the defendants. c. The court has declared that	Pending – No prohibitory order or injunction against us

			<p>the Agreement for Permanent Accommodation dated 06/07/2021 is void and not binding on the plaintiff due to her 50% share in the property.</p> <p>d. The court orders defendants to pay the plaintiff Rs.5,54,000/-, including 50% of all monetary benefits under the Development Agreement and Agreement for Permanent Accommodation, up to September 2022, with interest at 12% p.a.</p> <p>e. The court orders defendants to jointly or severally pay the plaintiff all monetary benefits under the Development Agreement and Agreement for Permanent Accommodation, accrued and payable from October 2022, with interest at 12% per annum.</p> <p>f. The court has issued a decree directing the partition of the Suit Property by metes and bounds, granting the Plaintiff a separate share.</p> <p>g. If partitioning the suit property by metes and bounds isn't feasible, the court can issue a decree for the sale of the property and distribute 50% proceeds to the plaintiff.</p> <p>h. The court has issued a temporary injunction preventing defendants No.4 and 5 from handing over the property to defendants Nos.1 to 3.</p> <p>i. The defendants, their servants, agents, or anyone claiming through them are being restrained from creating third party rights,</p>	
--	--	--	--	--



			<p>title, or interests in the Suit Property, specifically tenement No 2965 on the ground floor of Building No.99 Anand Kutir CHS Ltd., admeasuring 217.75 Sq.Ft. on land redeveloped into new Flat No. A-201</p> <p>j. The plaintiff is requested to pay Rs.5,54,000/-, including 50% of all monetary benefits under the Development Agreement and Agreement for Permanent Accommodation, up to September 2022, with interest at a 12% p.a. rate until realization.</p> <p>k. In the alternative to prayer clause (j) the Defendants No.1, 2, 3 &amp; 5 be directed to deposit such money and interest with this Hon'ble Court.</p> <p>l. Defendants No. 1, 2, 3, &amp; 5 are directed to pay the plaintiff all accrued money from October 2022 for various compensations under the Development Agreement and Permanent Accommodation agreements, with interest at 12 % per annum.</p> <p>m. The defendants No.1, 2, 3, &amp; 5 are instructed to deposit the money in this Hon'ble Court.</p> <p>n. The Court Receiver or a suitable individual will be appointed as receiver of the Suit Property, with powers outlined in Order XL of the Code of Civil Procedure, 1908.</p> <p>o. The defendants are instructed to hand over the suit property to the Receiver, subject to the court's conditions, pending</p>	
--	--	--	--	--

			<p>the hearing and final disposal of the suit.</p> <p>p. Interim and ad-interim relief in the terms of prayers (h) to (o) be granted</p> <p>q. for Costs.</p> <p>r. The court is seeking any additional relief deemed appropriate based on the facts and circumstances of the case in the interest of justice.</p>	
3.	<p>Bombay High court OOCJ WPL/3440/2022</p>	<p>- Gurukrupa Realcon Infrabuild LLP &amp; Anr V/S The General Manager ATM Western Region Airports Authority Of India Headquarters And Anr</p>	<p>Civil -</p> <p>a) be pleased to issue a Writ of Certiorari or a Writ/Order thereby calling for the records and proceedings in relation to the Impugned Communication and after examining the legality, validity and propriety thereof, be pleased to quash and set aside the same</p> <p>b) be pleased to issue a Writ of Certiorari or a Writ/Order thereby calling for the records and proceedings in relation to the Revised Height NOC dated 10th January 2022 and after examining the legality, validity and propriety thereof, be pleased to quash and set aside the same.</p> <p>c) be pleased to issue a Writ of Certiorari or a Writ/Order thereby directing the Respondent Nos. 1 to 4, to set-aside the cancellation and restore the Original Height NOC</p> <p>d) be pleased to issue a Writ of Certiorari or a Writ/Order thereby directing the Respondent Nos. 1 to 4 to provide a copy of purported directions of the Respondent No.2 bearing File No. WR-16022(18)/5/2021-ATM-WR</p> <p>e) to process and issue further building permissions, sanctions, clearances etc. in accordance with the Original Height NOC dated 9th February 2021</p> <p>f) be pleased to provide a copy of purported directions of the Respondent No.2 bearing File No. WR-16022(18)/5/2021-ATM-WR</p>	<p>Pending – No prohibitory order or injunction against us</p>

			<p>g) be pleased to give forthwith effect, operation and implementation of the Original Height NOC</p> <p>h) be pleased to direct the Respondent No to process and issue further building permissions, sanctions, clearances etc. in accordance with the Original Height NOC dated 9th February 2021</p> <p>i) for Interim and ad interim relief in terms of prayer clauses (g) and (h) above.</p> <p>j) for Costs.</p>	
4.	City Civil Dindoshi CR-1 <b>LC SUIT NO. 1145 OF 2023</b>	Mrs. Priya Puroshottam More & Anr. V/s Manisha Mohan Shinde & Ors - [ Bldg no.3 mtr]	<p>Civil</p> <p>a. The court declares that each plaintiff holds 1/5th undivided right title and interest in the suit premises, specifically at 3/142, Kala CHS Ltd., Kher Nagar, MHB Colony Bandra East Mumbai 400051.</p> <p>b. Plaintiffs seek perpetual injunction against defendants for retraining them from causing harm to their flat premises in Mumbai, claiming prejudice to their share rights.</p> <p>c. The Court Commissioner or other suitable person will be appointed under Section 2 of The Partition Act to sell the suit property, flat premises, which cannot be divided into five parts, either through public auction or private treaty, with proceeds divided between the plaintiffs and defendants.</p> <p>d. The court has issued a Permanent Injunction to prevent the defendant, their agents, executives, representatives, and anyone acting through them from creating third party rights in relation to the flat premises at 3/142, Kala CHS Ltd.</p>	Pending – No prohibitory order or injunction against us



- e. The court has issued a Temporary Injunction to prevent the defendant, their agents, executives, representatives, and anyone acting through them from creating third party rights over the flat premises at 3/142, Kala CHS Ltd., Kher Nagar, MHB Colony Bandra East Mumbai 400 051.
- f. Defendant No 3 and 4 are directed to deposit all benefits under the Development agreement for the suit premises, including rent compensation, temporary accommodation, and corpus funds. The plaintiffs are given an undivided share of the money benefits, and the corpus and rent/compensation are distributed in a 4/5th ratio to the plaintiffs.
- g. For Cost;
- h. The order will be passed in the interest of justice

5. City Civil Court CR-1,  
Mumbai  
**S.C. Suit No. 3234 of  
2008**  
**MISC. APPLN.No.7  
OF 2024 bfr. C.R.65  
at BCC**

Sanjeev Mehta  
V/s.  
Pushpa Goswami @  
Pushpa

Dhirajlal PRAYS:

- a. That this Hon'ble Court be pleased to take cognizance of the willful disobedience of the injunction order dated 09-09-2011 passed in High Court Notice of Motion No. 600 of 2009, taken out by the Applicant in the above suit;
- b. that this Hon'ble Court be pleased to detain the Respondent, partners of Co-Respondent No.1 Developer and the office bearers of Co- Respondent No.2 - Society in civil prison for a term of three months or such other term as this Hon'ble Court may deem fit

Pending – No  
prohibitory  
order or  
injunction  
against us

- and proper;
- c. that this Hon'ble Court be pleased to order the property of the Respondent, partners of Co- Respondent No.1 Developer and the office bearers of Co- Respondent No.2 - Society to be attached;
  - d. That pending the hearing and final disposal of the present Application, this Hon'ble Court be pleased to appoint the Court Receiver, High Court, Bombay with all powers under Order 41 of the Code of Civil Procedure, 1908 in respect of the permanent alternate accommodation as and when allotted by Co- Respondent No. 1 - Developer in lieu of the Suit Flat;
  - e. that pending the hearing and final disposal of the present Application, this Hon'ble Court be pleased to order and direct the Respondent to deposit in this Hon'ble Court the amount of rent cheques, transportation charges and other monetary benefits already received by him from Co-Respondent No.1 Developer with liberty to the Applicant to withdraw the same on such terms as this Hon'ble Court deem fit and proper;
  - f. That pending the hearing and final disposal of the present Application, this Hon'ble Court be pleased to order and direct Co- Respondent No.2 Society to deposit in this Hon'ble Court the hardship compensation, hardship allowance, brokerage, corpus fund, transportation charges and other monetary benefits in respect of the Suit Flat i.e. Flat No. 71 on the 7th Floor

			<p>in Alak Nanda building belonging to Alak Nanda C.H.S. Ltd. situated at Gulmohur Cross Road No.10, J.V.P.D. Scheme, Mumbai - 400 049</p> <p>g. That pending the hearing and final disposal of the present Application, this Hon'ble Court be pleased to order and direct the Respondent to deposit in this Hon'ble Court all the signed documents in respect of the Suit Flat as well as in respect of the temporary alternate accommodation premises;</p> <p>h. That pending the hearing and final disposal of the present Application, this Hon'ble Court be pleased to order and direct the Registrar of this Hon'ble Court to invest the amount, as and when deposited by Co-Respondent No.1 - Developer in a fixed deposit account of any nationalized bank or in such other manner as this Hon'ble Court deem fit and proper;</p> <p>i. That pending the hearing and final disposal of the present Application, this Hon'ble Court be pleased to allow the Applicant to withdraw the amount so deposited by Co-Respondent No.1 Developer from time to time on such other terms as this Hon'ble Court deem fit and proper;</p>	
			<p>j. ad-interim reliefs in terms of prayers (c), (d), (e), (f), (h) and (h) above be granted;</p> <p>k. That the costs of the present Application be provided for;</p> <p>l. For such other and further reliefs be granted as the nature and circumstances of the case may require</p>	



6.	Bombay High court <b>OOCJ- stamp no</b> <b>WPL/22786/2023</b>	Juhu Ankur Co-operative Housing Society Ltd. V/s. Maharashtra Housing and Area Development Authority and Ors. Gurukrupa Realty - Resp no.5 (Represented by Little & Co. Law firm)	Civil  a. That this Hon'ble Court be pleased to call for record and proceedings in respect of intimation of approval IOA dt. 04.05.2023 (Annexed at Exhibit-A) may be called from the Respondent No.1 MHADA.  b. That this Hon'ble Court may be pleased to issue the Writ of Mandamus or Writ of Prohibition or any other appropriate Writ/Order/Direction and be pleased to direct Respondent no. 1 MHADA Authorities to issue "Stop Work Notice" to the Redevelopment activity which was approved by Intimation of Approval (IOA) dt.04.05.2023 until the proper security measures are taken by Respondent no. 4 and 5.  c. That this Hon'ble Court may be pleased to issue the Writ of Mandamus or Writ of Prohibition or any other appropriate Writ/Order/Direction and be pleased to direct Respondent no. 1 MHADA Authorities not to issue Commencement Certificate in favour of the Respondent No. 4 and 5.  d. That pending the hearing and final disposal of the present Writ Petition this Hon'ble Court may be pleased to direct the Respondent no. 1 MHADA that they should immediately issue "Stop Work Notice" and further they should not issue Commencement Certificate in respect of the redevelopment of the Respondent No. 3 Society.  e. Ad-interim relief in terms of prayer clause 'd' may be kindly granted.	Pending – No prohibitory order or injunction against us
----	---	---	---	---

			<p>f. Any other further relief which this Hon'ble Court may deem fit and proper be kindly granted in favour of the Petitioner.</p>	
--	--	--	--	--

Annexure "B"

**ROSWALT REALTY PVT LTD**

**(Partner of Manish Builders and Developers in both the matters)**

<b>Sr.No</b>	<b>Case &amp; Court</b>	<b>Parties</b>	<b>Nature of litigation and Reliefs/Prayers</b>	<b>Status</b>
1	<b>WP 3613/2023</b>	Vinod Gupta vs Manish Builders (Partner: Roswalt Realty)	Petitioner wants Flour Mill / PAAA already done for shop	No orders passed till date
2	High Court Commercial Suit No 49 of 2023	Om Prakash Dubey vs Manish Builders (Partner: Roswalt Realty)	False claim of Ownership of property	No orders passed till date



Ref – 0503/2024

13<sup>th</sup> March 2024

To,  
Roswalt Realty  
903, Naman Centre, C-31,  
G Block, Bandra Kurla Complex,  
Bandra East, Mumbai, 400051

Sir,

Re: In the High Court of Judicature at Bombay  
Commercial Suit No. 49 of 2023  
Om Prakash Dubey ...Plaintiff  
Vs  
Manish Builders and Developers & Ors. ...Defendants

---

You are aware that one Mr. Om Prakash Dubey has filed the above suit for enforcement of an alleged Development Agreement dated 21<sup>st</sup> August 1987 on the basis that the predecessors of the said Mr. Om Prakash Dubey were the owners of all that piece and parcel of land at Old Survey No. 33 (part) and City Survey No. 1001 and 1001/1 to 13, Taluka Borivali, District Dahisar, Surajbali Dubey Compound, Padmakar Jawale Road, Dahisar East, Mumbai 400 074 admeasuring about 3973 sq. meters. ("said property").

The said predecessors of Om Prakash Dubey had falsely represented to Manish Builders that they are the owners of the said property however they were never owners of the said property. The said property was owned by Haji Alimohamed Haji Kasam and upon his death in a dispute between his legal heirs – the Court Receiver High Court Bombay was appointed as the Receiver which was ultimately transferred to Manish Builders as Purchaser by Indenture dated 9<sup>th</sup> January 1989 thereby making Manish Builders the owner of the said property. Accordingly, the necessary changes were carried out in the PR Card of the said property.

The above suit filed by Om Prakash Dubey is bogus and misleading and there are no documents produced by him to establish his ownership of the said property. In fact, Plaintiff has also filed an application for interim relief in the above suit being IA(L) No. 1937 of 2022 however, the same has never been circulated or mentioned by the Plaintiff and/or taken up for hearing by the Hon'ble Court even on the dates on which

it was listed. Therefore, as on date there is no interim order operating in favour of the Plaintiff and there is no adverse order operating against the Defendant Nos. 1 to 5.

Yours truly,



Yashvi Panchal  
Advocate

Annexure "C"

LEGAL CASES - COMPANY ROMELL REAL ESTATE PVT. LTD. ("RREPL")

(1)

SUITS FILED AND PENDING BEFORE THE BOMBAY HIGH COURT

Litigations at Sr. no.(1) is with respect to plot at Village Vile Parle East comprising of a Building known as New Deepali CHSL standing thereon				
Sr. No.	Case No.	Plaintiff/Petitioner /Appellant	Defendant/ Respondent	Narration
(1)	WP/2320/2016	RREPL	New Deepali CHSL. & Ors.	1. The New Deepali Society in or around the year 2002 had approached RREPL and expressed its desire to redevelop the plot of the Society and pursuant to the Offer letters with the redevelopment proposal, there were continuous cordial correspondence between RREPL and the Society for redevelopment which was confirmed by the Society in its General Body Meeting and its various letters. Proposed building plans were forwarded to the society for its approval, consideration was paid by RREPL to the Society to obtain conveyance of the land in its favour, etc. In the year 2011, L.C. Suit was filed before the City Civil Court, Dindoshi by RREPL against the Society & MCGM seeking declaration that the development rights granted by the Society in favour of RREPL in its GM meeting be held subsisting binding and enforceable against the Society, seeking other restraining orders of Permanent Injunction against the Society and MCGM.
				2. Chamber Summons was filed by the Plaintiff for impleading the Original owners as necessary party-Defendants, however the Chamber Summons was dismissed rejecting amendments to the Plaint, This Writ Petition is filed to quash and set aside the order of the
				3. 1





City Civil Court rejecting the Ch. Summons.

Litigations at Sr. Nos. (2), (3), (4) & (5) is with respect to plots at Village Dahisar bearing S.No. 325/1, CTS No. 1553 in ownership of Romell vide Registered Deed of Conveyance.

(2)	S/599/2015	Pramila Charat & Ors. RREPL - Plaintiff No. 6	Airport Authority of India	<ol style="list-style-type: none"> <li>1. Jude &amp; Dominic Romell are the joint owners of CTS No. 1553 by virtue of regd. Conveyance deed, Accordingly, their names have been mutated in the records of right / 7/12 Extracts of the above plot.</li> <li>2. However, prior to Jude Romell &amp; Dominic acquiring rights, RREPL was transacting for purchase of the property from Pramila Charat &amp; Ors., hence RREPL is joined a party- Plaintiff herein.</li> <li>3. In the month of June, 2015 the agents &amp; officers of Airport forcibly tried to enter the suit land allegedly claiming that the plot was owned by Airport as acquired by it under the provisions of Land Acquisition Act, 1894.</li> <li>4. Suit was filed by Pramila Charat &amp; RREPL seeking declaration that they are the owners of the land and further provisions of Sec. 24 of Right to Fair &amp; Compensation Act, 2013.</li> <li>5. Vide Order dated 01.10.2015 passed in Notice of Motion No. 1133/2015 in the suit, the High Court held that the compensation has not been deposited by Airport and acquisition has prima facie lapsed under the above section of the said Act, possession has never been taken. High Court has restrained Airport Authority from making any attempt to demarcate the land pending the final hearing and disposal.</li> </ol>	Litigations at Sr. Nos. (2), (3), (4) & (5) are pending hearing and final disposal.
(3)	NMS/687/2017	RREPL	Airport Authority of India	<ol style="list-style-type: none"> <li>1. As the Airport Authority admitted that the amount of compensation in respect of the land in question has not been deposited in the High Court under Sec. 30 of the provisions of Land Acquisition Act, 1894, as admission of Airport</li> </ol>	



				<p>Authority in its affidavit-in-Reply filed in NM/(1) 1607/2015,</p> <p>2. In view of the admission, this Notice of Motion is filed for a Decree on admission against the Defendants under Order 12, Rule 6 of CPC, 1908.</p> <p>3. However in view of the Order of the Supreme Court dt.21.2.2018 and blanket stay in the matters pending under the Right to Fair Compensation Act, and the similar matters pending before the 5 Bench of the Supreme Court, the above suit itself was adjourned by the High Court on 27.2.2018 sine die, with liberty to parties to move the court after the Supreme Court vacates the Status Quo.</p>	
(4)	WP/2422/2020	RREPL	Airport Authority of India	<p>1. With a view to defeat and override the above Order dt.1.10.2015 passed by the Hon'ble High Court in Notice of Motion No. 1133/2015 in the above suit, the Airport Authority allegedly claiming to be owners of the above land filed Appeal u/s. 74 of BIAL Act, before SDO for setting aside the Order passed in favour of Pramila Charat the erstwhile owners of RREPL u/s. 32(G) and the 32M Certificate granted by Tehsildar and seeking mutation of the name of Airport in the record of rights.</p> <p>2. SDO, MSD condoned the delay of almost 39 years and allowed the appeal. RREPL filed Revision Application before the MRT, Mumbai which was dismissed and presently this Writ Petition is filed challenging the order of MRT, Mumbai. Under Article 227 of the Constitution of India.</p>	
	(CLUBBED WITH WP(L)/3376/2020)	(WP(L)/3376/2020 is filed by Veekaylal Investment Co. Pvt. Ltd )			
(5)	WP/807/2020	RREPL	Airport Authority of India	<p>1. Challenging the constitutional validity of the State Amendment - Maharashtra Act, XXXVII of 2018 viz. the Right to Fair Compensation &amp; Transparency in Land Acquisition, Act, 2018, enacted and brought into force on 26.4.2018 by the State of Mah. Being dissatisfied RREPL</p>	





			approached the High Court under extraordinary jurisdiction conferred under provisions Article 226 of Constitution of India - to strike down the Impugned amendment.	
--	--	--	---	--

Litigations at Sr. No. (6), (7), (8) are with respect to plots at Borivali bearing CTS No. 2161 in ownership of RREPL vide Registered Deed of Conveyance.

(6)	AO/23895/2022	RREPL	Nityanand CHSL	<p>1. RREPL is the absolute owner of the Plot bearing CTS No.2161, Village - Dahisar. RREPL have constructed and completed with Occupation Certificate a Building / Tower known as "Romell Allure" on the part of said Plot.</p> <p>2. Nityanand CHSL is one housing society constructed by another developer and is adjoining the layout of RREPL. Nityanand CHSL has filed a suit in the City Civil Court Dindoshi alleging certain violations of the norms by RREPL. Ad-interim relief sought by the Society in the Notice of Motion was refused; hence the Society filed Appeal from Order against refusal of ad-interim passed against the said Society. Said AO has been dismissed with no reliefs granted in favour of the Society by Order dated 26.04.2023 and all Interim Applications stood dispose off by the same order.</p> <p>3. Thereafter, the Notice of Motion is also disposed of in totality.</p>	This AO has been dismissed
(7)	IA/23896/2022	RREPL	Nityanand CHSL	<p>1. This Interim Application was filed by the Society in the above Appeal from Order and Said Interim Application is disposed off with the disposal of the above AO by Order dated 26.04.2023.</p>	Disposed
(8)	CP/11189/2023	RREPL	Nityanand CHSL	<p>1. Nityanand CHSL is old housing society constructed by another developer. The Society has filed Contempt</p>	





				Petition against two Flat Purchasers, in respect of the order passed in City Civil Court, wherein RREPL is one of the parties. The matter is pending with 'Pre Admission' status.	
Litigations at Sr. No. (9), is with respect to plots at Borivali bearing CTS No. 1093 & 1086,					
(9)	IA/7839/2023	El-Plaza CHSL	RREPL & Ors.	<p>1. El-Plaza Society had filed a Suit before the City Civil Court in the year 2007 against the Promoter M/s. Correa Builders Pvt. Ltd. for execution of the Conveyance of the lands CTS Nos. 1093, 1086, 1086/1. The suit is decreed to execute the conveyance of the above plots in favour of the Society. M/s. Correa Builders Pvt. Ltd. filed First Appeal No. 581 of 2013 before the Hon'ble High Court and the same is pending final hearing and disposal.</p> <p>2. RREPL is the owner of CTS No. 1085, 1085/1 to 4 being a plot adjoining the above plots of the Society. RREPL has developed CTS No. 1085, 1085/1 to 4 by constructing a Project known as Ronnell Corner Stone, OC of which has also been issued.</p> <p>3. Even though RREPL was not a party to the original suit, this IA/7839/2023 has been filed by El-Plaza Society to implead RREPL as party-Respondent in the above First Appeal filed by M/s. Correa Builders in order to usurp relief of injunction against the plot of RREPL which was never the subject matter of the original suit.</p>	This IA is pending final hearing and disposal
Litigations at Sr. No. (10), is with respect to plots at Borivali bearing CTS No. 870, 873/C at Village Eksar, Taluka Borivali					
(10)	WP/813/2020	Dr. Francis Candes & Ors.	State of Mah. & Ors.	1. The suit plots along with the above plots are owned by Dr. Francis & Ors. and they have executed MOU with RREPL agreeing to convey and transfer the plots on the same being	This Writ is pending final hearing and



		<b>RREPL is R-5</b>		<p>2. released from the purview of ULC.</p> <p>Till date, since the possession of the above plots have not been taken by the State &amp; Addl. Coll. ULC and since ULC Act, 1976 is repealed, - Dr. Candes &amp; Ors. as owners have filed Writ Petition before the Hon'ble Bombay High Court, for seeking release of the said lands, since all the proceedings u/s. 10[1] and 10[3] of the U.L. (C &amp; R) Act, 1976 have abated as possession of the land in question had not been taken prior to 20.9.2007 as contemplated by the provisions of Sections 10(5) and 10(6) of U.L. (C &amp; R) Act, 1976 and also as the Authorities have not followed the mandatory provisions under ULC whilst issuing the Notifications, hence to quash and set-aside the Impugned notifications, etc.</p>	<b>disposal</b>
Litigations at Sr. No. (11), is with respect to plots at Village Dahisar bearing CTS No. 3071, 3072 & 3073(pts) admn. 4,000 sq. mtrs.					
(11)	IA(st)/9152/2021	RREPL	Pooja Land & Premises Pvt. Ltd. & Ors.	<p>1. One Pooja Land &amp; Premises Pvt. Ltd. was the original owner of larger plots of land at Village Dahisar admn. 16,288 smtrs. which included the above plots admn. 4,000 sq. mtrs of land. In the year 2010 Pooja had agreed to convey and transfer the larger lands including the above plots admn. 4,000 sq. mtrs. in favour of RREPL, however, one of the director of Pooja by playing fraud executed a registered deed in favour of Tiwari &amp; Family conveying and transferring the 4,000 sq. mtrs. of land in the year 2013.</p> <p>2. The Directorship changed and on the new Directors of Pooja becoming aware of the fraud, Pooja challenged the conveyance executed in favour of Tiwari &amp; Family by filing Suit No.467/2019 against Tiwari Family,</p>	This IA to implead RREPL is pending its final hearing and disposal





			<p>challenging the conveyance deeds executed in favour of Tiwari Family.</p> <p>3. After filing of the above suit, Pooja conveyed the 4,000 sq. mtrs. of land in favour of RREPL.</p> <p>4. RREPL has filed this IA(st)/9152/2021 to be impleaded as necessary party-Plaintiff.</p> <p>5. In view of the proceedings filed by third-parties before NCLT against Pooja and the Resolution Professional being appointed for the Company Pooja, accordingly there is a Moratorium under Sec 14 of Insolvency &amp; Bankruptcy Code, 2016, no steps can be taken in the suit. Accordingly the Suit and the Interim Application is adjourned <i>sine die</i></p>	
--	--	--	---	--

Litigations at Sr. No. (12), is with respect to plots at Kolekalyan, Vakola, comprising of 2 tenanted buildings Ahmed and Suraiya Manzil.

(12)	WP(st)/15307/20	RREPL	MCGM Evelyn - Resp-7	<p>1. RREPL is the Owner of the above property by virtue of a duly registered Deed of Conveyance, however, Evelyn Rodrigues who is merely a tenant of Room No. 4 in Suraiya Manzil is allegedly claiming ownership rights in the whole property.</p> <p>2. RREPL has filed the present Petition for directing to the MCGM and Other authorities to enquire into the Petitioner various representations / complaints and take action against the unauthorized structures constructed by Evelyn upon Land bearing CTS No. 1379, 1379/1 to 1379/6 situated at village Kolekalyan Santacruz, Taluka: Andheri MSD and to initiate appropriate action for removal / or demolition of unauthorized structures constructed upon Land. With Police Protection.</p>	This Writ Petition is pending its final hearing and disposal
23					





Litigations at Sr. No. (13), (14) is with respect to the re-development of the property of Everard Nagar CHSL at Everard Nagar, Sion				
(13)	S(s)/12457/2023	RREPL	Everard Nagar	1. Suit has been filed by RREPL as developer of the Everard Land against the Society seeking declaration that the LOI executed by the Society in favour of RREPL in the year 2016 is valid, and binding and for the other reliefs sought for by the Plaintiff-RREPL as mentioned therein.
(14)	1A(s)/12458/2023	CHSL		This Suit is pending its final hearing and disposal

Litigations at Sr. No. (15) is with respect to a tenanted structure in occupation of Caroline, however RREPL is the Landlord and owner of the land at Village Vile Parle East.

(15)	WP(s)/31481/2023	RREPL	MCGM Caroline - Resp. 7	1. RREPL is the owner of the structure and the property on which the tenanted structure is standing thereon, RREPL, the Petitioner is seeking appropriate directions against the MCGM and other respondents including Caroline on account of failure to act upon the Petitioner's representations and to exercise the Statutory obligations cast under MMC Act, 1888. And directions to carry out the structural audit as mandatory by MCGM by notice u/s. 353/B of MMC Act without obstructions and interference of Respondent No. 7 who claims to be an occupant of the structures.	This Writ has been heard and allowed with directions to Caroline to permit the Structural Audit to be conducted without obstructions and interference of Respondent No. 7. However, the Petition is still kept pending with liberty to parties.
Litigations at Sr. No. (16), (17), (18) is with respect to the land at Village Dahisar in ownership of Romell Housing LLP & RREPL by virtue of execution of all registered deeds					
(16)	S/367/2023	Shaikh Constructions	Romell Housing	1. The suit property (Valentine Property) at Village Dahisar referred in this suit originally was owned by Pereira	This suit and 1A



	Through its Proprietor Salim Shaikh	LLP & 22 Ors. RREPL is R-3	Family, they have by virtue of all registered deeds conveyed the suit property in favour of Velentine Properties Pvt. Ltd. whose name was mutated in the record of rights of the suit property, however, Velentine was never in possession of the suit property.	are pending hearing and final disposal.
(17)	IA1/19186/2023  Asiya Salim Shaikh & Anr.	RREPL	<p>2. Velentine negotiated to sell the suit property in favour of Romell Housing LLP and accordingly the deeds were drafted and submitted for adjudication, Meanwhile, as the possession was exclusively with one K.N. Shaikh, he has in the year 2016 vide deed of surrender and other ancillary documents surrendered and transferred his physical possession of the suit property in in favour of Romell Housing LLP and RREPL.</p> <p>3. Subsequently the deeds executed by Velentine in favour of Romell were executed and registered.</p> <p>4. In view of which Romell Housing LLP and RREPL are the absolute owners and in possession of the lands.</p> <p>5. Shaikh Construction having no registered deed or document in its favour and allegedly claiming to be the owner of the suit property filed the suit for Declaration that the two Deeds execution by Velentine (Pereira Property) in favour of Romell are not valid hence to be cancelled.</p> <p>6. Written Statement has been filed by Romell.</p> <p>1. Since Salim Shaikh the proprietor of Shaikh Construction died during the pendency of the suit, his widow Asiya and sons have filed the Interim Application for impleading them as heirs of Salim Shaikh.</p>	



(18)	S/502/2023	Shaikh Constructions Through its Proprietor Salim Shaikh	Romell Housing LLP & 22 Ors. RREPL is R-3	1. The suit property at Village Dahisar(Mehta Property) referred in this suit originally was owned by Mehta Family, they have by virtue of all registered deeds conveyed the suit property in favour of Pooja Land & Premises Pvt. Ltd. whose name was mutated in the record of rights of the suit property, however, Pooja was never in possession of the suit property. 2. Pooja negotiated to sell the suit property in favour of Romell Housing LLP and accordingly the deeds were drafted and submitted for adjudication. Meanwhile, as the possession was exclusively with one K.N. Shaikh, he has vide deed of surrender and other ancillary documents surrendered and transferred his physical possession of the suit property in in favour of Romell Housing LLP and RREPL. 3. Subsequently the deeds executed by Pooja in favour of Romell were executed and registered. 4. Shaikh Construction having no registered deed or document in its favour and allegedly claiming to be the owner of the suit property filed the suit for Declaration that the Deeds execution by Pooja (Mehta Property) in favour of Romell are not valid hence to be cancelled.	This suit and 1A are pending hearing and final disposal.
Litigations at Sr. No. (19), (20) is with respect to two tenements at Chetan Kuri at Village Vile Parle East in ownership of RREPL by virtue of registered Deed.					
(19)	SL/31477/2023 SL/31435/2023	Mukesh K. Shah Bharat K. Shah	RREPL	These two suits are respectively filed by the two tenants of Chetan	This suit is pending hearing





(20)				Kunj, however the same has not been served upon RREPL.  Since the building Chetan Kunj was old and dilapidated and dangerous for habitation, BMC issued 354 Notice of the MMC Act, 1888 for its demolition and has thereafter demolished the building.	and final disposal, however has not been served yet upon RREPL. Presently the High Court website shows the same been transferred to Dindoshi court.
(21)	S/2505/2010	Santoshkumar Agarwal	Prakash Sharma & ors.  (RREPL.—Resp. no. 5)	This Property is situated at Malad, RREPL as Developers have constructed two Projects Diva & Rhythm, OC has been issued, all flats sold to the Flat Purchasers.  1. RREPL has development rights vide regd. Deeds executed in 2004 in CTS No. 954, 955, 956 & 957 and in 2007). 2. Santoshkumar is claiming rights only in CTS. 957, he has an Agreement executed in 1993(unregistered) by Sharma & fly. The Lessees of CTS,957. He has unilaterally got the said Agreement of 1993 registered in 2007. 3. Suit is filed for Specific Performance of the Agreement dt.1993. 4. No relief has been granted in his favour till date. 5. Suit is pending since 2010, Issues are framed and RREPL has filed Written Statement.	Suit is pending since 2010, Issues are framed and RREPL has filed Written Statement
(22)	WFST/92866/2 020	Mukti Co-op Hsg. Soc. Ltd.	Mankabai V. Bhusarath and ors  RREPL— Resp No.3	1. RREPL is the owner of the property vide regd conveyance. 2. High Court in 2016 had directed Small Causes Bandra to re-hear the case of Mukti, ie, whether Mukti is entitled to the Eviction Order passed in 1986.	Writ Petition is pending hearing and final disposal.



			<p>3. After hearing Mukti back again, Bandra Court passed an Eviction Order against Mukti CHS, Mukti has to vacate within 30 days from Order dt.17.2.2020.</p> <p>4. Challenging the Order, this WP is filed.</p>	
--	--	--	---	--

(II)

MATTERS FILED AND PENDING AT CITY CIVIL COURTS

(23)	S/203467/2018	Frank Villa CHSL	(1)Dom Ann Villa CHS (2)RREPL ... D2	<p>1. Plots at Vile Parle East, with resp. building known as Frank Villa &amp; Dom Ann Villa standing thereon.</p> <p>2. Ownership Rights with RREPL. RREPL has constructed both buildings and handed over flats to tenants and Flat Purchasers who have formed the two societies. The issue here is between two societies with respect to a common access to be used by both the societies, easmentary right of way through the suit access for ingress and egress to Final Plot No. 433.</p> <p>3. The Plaintiff specifically averred in para No. 15 that no relief is sought against the Defendant No.2 by the Plaintiffs.</p> <p>4. RREPL i.e. Defendant No.2 has filed Written Statement and has stated therein that the suit be dismissed against RREPL with costs as no relief of any nature is claimed by the Plaintiffs against Defendant No.2.</p> <p>5. However, the suit is pending final hearing and disposal.</p>	No reliefs are sought against RREPL, however, Suit is pending its final disposal
(24) (25)	S/1672/2019 NM/451/2020	Ronnell Welfare CHS Grandeur	RREPL & Ors.	<p>1. Ronnell Uniya Grandeur has been constructed by RREPL at Goregaon East and handed possession of the flats to the flat purchasers.</p> <p>2. The Flat Purchasers who have formed themselves to an Association have filed the suit challenging the Car Parking Tower that RREPL proposed to construct was approved in</p>	Suit is pending final disposal





				the original layout approval itself, however the case of RREPL is that the said approvals were already disclosed in the Agreement for Sale and the Flat Purchasers are aware of the same.	
(26)	S/1329/2019	Dipesh Prakash Jain	1. Shahid Shaikat Ali Sayed 2. RREPL 3. State of Maharashtra 4. Sr. Inspector of Police	1. The Notice of Motion was dismissed with No Interim Relief granted in favour of the Association/Plaintiff. 4. The Parking Tower has already been constructed. However, the suit is pending final hearing and disposal. Plot known as S. K. House at Vakola, Kule-kalyan with 5 Shops in possession of Tenants known as S. K. Construction Plot. 2. Development Rights with RREPL, by virtue of registered DA. 3. These 3 separate suits are filed by tenants of S.K. House, however not served upon RREPL yet.	These suits are pending, however if any relief will be against S.K. House.
(27)	S/1328/2019	Shamji M. Chhadva	"		
(28)	S/1327/2019	Devendra B. Yadav	"		
(29)	S/1998/2021	Yashubai Mahatre	RREPL	1. RREPL is the owner vide regd. Deed of Conveyance of Property situated at Village Dahisar bearing CTS No.2161A-2161-D. 2. Yashubai is the owner of an adjoining land bearing CTS No.2160 of Village Dahisar which was subdivided into various plots. 3. She has filed this suit alleging rights over the access to the above plots of RREPL passing through her plot. 4. The Notice of Motion was dismissed and the suit is pending final disposal. 5. However, Yashubai has negotiated with RREPL and has agreed to grant the Right of Way from CTS No.2160 to	The Suit is pending, no reliefs have been granted in favour of Yashubai, However, Yashubai has negotiated with RREPL and has agreed to grant the Right of Way from CTS No.2160 to the plots of RREPL and the same will be registered in due





				the plots of RREPL and the same will be registered in due course.	course.
(30)	S/1957/2022	Nityanand CHSL	RREPL	<ol style="list-style-type: none"> <li>1. RREPL is the absolute owner of the Plot bearing CTS No.2161, Village - Dahisar. RREPL have constructed and completed with Occupation Certificate a Building / Tower known as "Romell Allure" on the part of said Plot.</li> <li>2. Nityanand CHSL is one housing society constructed by another developer and is adjoining the layout of RREPL. Nityanand CHSL has filed a suit in the City Civil Court Dindoshi alleging certain violations of the norms by RREPL. Ad-interim relief sought by the Society in the Notice of Motion was refused; hence the Society filed Appeal from Order against refusal of ad-interim passed against the said Society. Said AO has been dismissed with no reliefs granted in favour of the Society by Order dated 26.04.2023 and all Interim Applications stood dispose off by the same order.</li> <li>3. Thereafter, the Notice of Motion is also disposed of in totality.</li> </ol>	
(31) (32)	Ch Summ/ 1225/2023 S.C. Suit No. 1057/2015	Mrs. Pritam Subhash Mungekar & Anr	Anjali Ragunath Kadam RREPL -	<ol style="list-style-type: none"> <li>1. This is with respect to a flat in the building known as Trimurti CHSL at Mulund, redeveloped by RREPL. However, it's a Family Dispute, S.C. Suit No. 1057/2015 has been filed by Pritam Mungekar challenging Gift Deed executed by the Mother in favour of one of her daughter and the other heirs have challenged the Gift Deed.</li> <li>2. RREPL is added as party- defendant as RREPL has undertaken redevelopment of Trimurti Building. No reliefs are sought against RREPL.</li> <li>3.</li> </ol>	
(iii)					
SUITS FILED AND PENDING IN THE SMALL CAUSES COURT					
(33)	Marji/ 82/2014	Devendra Yadav	S.K. Construction	1. Plot known as S. K. House at Vakola, Kole-kalyan with 5	



		RREPL	Shops in possession of Tenants known as S. K. Construction Plot.	
			2. Development Rights with RREPL, by virtue of registered DA.	

