



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

WRIT PETITION NO.5362 OF 2024

Maheshkumar Gordhandas Garodia .. Petitioner
 Vs.
 The State of Maharashtra & Ors. .. Respondents

**WITH
INTERIM APPLICATION (L) NO.31719 OF 2025
IN
WRIT PETITION NO.5362 OF 2024**

The Union of India,
 Ministry of Law and Justice,
 Department of Law Affairs .. Applicant

In the matter between :

Maheshkumar G. Garodia .. Petitioner
 Vs.
 The State of Maharashtra & Ors. .. Respondents

WRIT PETITION NO.471 OF 2021

Maheshkumar G. Garodia .. Petitioner
 Vs.
 The State of Maharashtra & Ors. .. Respondents

**WITH
INTERIM APPLICATION NO.408 OF 2021
IN
WRIT PETITION NO.471 OF 2021**

Mumbai Metropolitan Region
 Development Authority .. Applicant

In the matter between :

Maheshkumar G. Garodia .. Petitioner
 Vs.
 The State of Maharashtra & Ors. .. Respondents

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Mr. Aspi Chinoy, Senior Advocate with Mr. Aditya Bapat, Mr. Shehzad A. K. Najam-es-sani i/b. Maneksha & Sethna, Advocates for the Petitioner in WP/5362/2024 and WP/471/2021.

Dr. Milind Sathe, Advocate General with Ms. Jyoti Chavan, Additional Government Pleader and Mr. Himanshu Takke, AGP for Respondent Nos. 1 & 2-State.

Dr. Milind Sathe, Advocate General with Mr. Saket Mone, Mr. Subit Chakrabarti, Mr. Raghav Taneja & Ms. Aashka Vora i/b. Vidhi Partners, Advocates for Respondent No. 3-MMRDA.

Mr. Anil C. Singh, Additional Solicitor General with Mr. R. V. Govilkar, Senior Advocate, Mr. Rui Rodrigues, Mr. Aditya Thakkar, Mr. D. P. Singh, Mr. Adarsh Vyas, Mr. Gauraj Shah, Mr. Krish Kant, Mr. Rajdatt Nagre & Mr. Ranjeet Kumar, Advocates for Respondent Nos. 5 to 7-UoI.

CORAM : SHREE CHANDRASHEKHAR, CJ & GAUTAM A. ANKHAD, J.

**Reserved on : 10th December 2025
Pronounced on : 13th February 2026**

JUDGMENT

Per, Shree Chandrashekhar, CJ :-

In Writ Petition No.5362 of 2024, the petitioner seeks to challenge the order dated 17th April 2023 passed by the Collector, Mumbai Suburban District who is an officer appointed by the State of Maharashtra to be in charge of the revenue administration of the Mumbai Suburban District. The petitioner challenges the order dated 17th April 2023 as arbitrary, illegal and capricious and a replica of the order dated 1st October 2020 which has been challenged by him in Writ Petition No. 471 of 2021. The petitioner seeks to draw strength from the interim order dated 16th December 2020 passed in Writ Petition No. 471 of 2021 to contend that the order dated 17th April 2023 is contrary to law and passed in brazen

defiance of the said interim order of this Court.

2. The petitioner, namely, Maheshkumar G. Garodia, aged about 78 years and engaged in business, states that the Secretary of State for India in Council granted a lease through an Indenture dated 16th February 1922 in favor of Nanabhoy Hormusji Bhiwandiwala for a period of 99 years commencing from 15th October 1917. The lease so granted and contained in the Indenture dated 16th February 1922 comprised of 251 acres and 21 gunthas of land within the limits of village Kanjur in the South Salsette Taluka of Bombay which are covered under Survey Nos. 13, 14, 19, 20, 21, 22 and 23 as also the Khoti Marsh land of village of Kanjur; called Arthur Salt Works. Similarly, an Indenture dated 16th February 1922 was executed between the Secretary of State for India in Council and Nanabhoy Hormusji Bhiwandiwala for a period of 99 years commencing from 15th October 1917 comprising 151 acres and 16 gunthas within village Kanjur in the South Salsette Taluka of Bombay annexed as Plot No. III; known as Jenkins Salt Works. On 1st April 1930, an Indenture of Assignment was made by the Administrators of the estate of late Jamasji Framji Umrigar for the residual term of 99 years of piece and parcel of land admeasuring superficial area of 97 acres and 24 gunthas situated within the limits of village Kanjur and Bhandup in the South Salsette Taluka of Bombay. The present controversy involves the aforementioned Arthur Salt Works and Jenkins Salt Works which are referred to hereinafter as the subject properties. On 27th December 1947, the subject properties were transferred by Nanabhoy Hormusji Bhiwandiwala to the purchasers, namely, Shivchandrai Rampratap, Badri Narayan Rampratap, Shiv Karanlal Harakchand and Hiralal Rampratap for valuable

consideration for the balance portion of the lease period on the terms and conditions as prescribed thereunder. The petitioner states that he is a transferee in interest and lessee of the subject properties. According to the petitioner, there were subsequent transfers through sale, gift deeds, etc. and the records in the Salt Department were corrected accordingly. He further states that the possession of his predecessor in interest as a lessee in respect of the subject properties has been accepted by the Department of Legal Affairs, Ministry of Law and Justice and Corporate Affairs in the Government of India and he is in use, occupation and possession of the subject properties. The petitioner further states that his possession over the subject properties is protected by the interim injunction in Suit No.1173 of 2005 and the interim order passed by this Court in WP No. 471 of 2021. He exercised his right for renewal of the leases as per Clause VI (2) under the lease by writing two letters both dated 11th February 2016 for a further period of 99 years and the matter is pending adjudication in civil Court.

3. On 4th March 2004, a notice was issued to Gordhandas Shivchandrai Garodia, the predecessor in interest of the petitioner, for termination of both the leases. The Deputy Salt Commissioner passed two separate orders on 2nd November 2004 terminating the leases which were challenged in Writ Petition No. 904 of 2004. The High Court interfered in the matter and the writ petition was allowed with a direction to the Deputy Salt Commissioner to give a personal hearing to the lessee. In the meantime, the predecessor in interest of the petitioner instituted Suit No. 1173 of 2005 seeking a declaration that the lease termination orders both dated 2nd November 2004 were illegal, null and void *ab-initio*.

4. In the pending suit, the predecessor in interest of the petitioner moved Notice of Motion No.1246 of 2005 for temporary injunction restraining the defendants from taking any steps pursuant to the order dated 2nd November 2004 by which the leases for the subject properties were terminated. The plaintiff pleaded that the subject properties were transferred from the Ministry of Industries to the Ministry of Urban Development but those properties were still in the control of the Salt Department. This was the case setup on behalf of the plaintiffs that there was no privity of contract between the lessor and the transferee of the Salt Department, which did not proceed against the original lessee and had no jurisdiction to issue the show-cause notice dated 27th January 2004 and to terminate both leases by separate orders both dated 2nd November 2004.

5. By an order dated 26th April 2005 in Notice of Motion No. 1246 of 2005, this Court granted ad-interim relief in favor of the predecessor in interest of the petitioner in terms of the prayer clause (a). Later on, Suit No. 1173 of 2005 was transferred to the Bombay City Civil Court at Greater Mumbai and renumbered as Suit No. 6256 of 2005. The relevant portions of the order dated 26th April 2005 passed in Notice of Motion No.1246 of 2005 are extracted below:

“10. The learned advocate for plaintiffs has submitted that the defendant No.1 has made the ground not mentioned in the show cause notice for termination of the lease in respect of the suit lands, and therefore, these orders are not sustainable in law.

11. I find considerable force in the submission made by the learned advocate for plaintiffs. In the orders dated 2-11-2004, the Deputy Salt Commissioner has made the alleged failure of plaintiffs to achieve the production norms of 20 metric tons per acre as one of the grounds for termination of the lease in respect of the suit lands. However, in the show cause notice dated 27-1-2004, the said ground was not raised. Therefore, plaintiffs had no opportunity to meet this ground.

12. The defendant No.1 has relied upon the inspection report, but the

copy thereof was not supplied to plaintiffs. It, therefore, *prima facie* appears that the defendant No. 1 has passed the orders dated 2-11-2004 in violation of the principles of natural justice. So, in view of the ratio laid down in *M/s. R. Bl. Shreeram Durga Prasad and another Vs. Settlement Commission (IT & WT) and another (AIR 1989 SC 1038)*, *Govindsingh Ramsinghbhai Waghela Vs. G. Subbarao and others (1970 Gujarat Law Reporter 897)*, the orders dated 2-11-2014 must be held to be bad in law.

13. The learned advocate for defendants has fervently submitted that the lease deeds in question were executed prior to 1930, and therefore, in view of the provisions of Sections 2 and 3 of the Government Grants Act, it was not necessary for defendants to adopt due process of law and only intention to repossess the suit lands was sufficient. Under these circumstances, plaintiffs, who have no privity of contract with defendants have no locus standi to challenge the orders dated 12-11-2004.

14. Admittedly, the lease deeds in respect of the suit lands were executed prior to the enforcement of the Transfer of Property (Amendment) Act, 1929. In *Azim Ahmad Kazmi and others Vs. State of Uttar Pradesh and another [(2012) 7 Supreme Court Cases 278]*, the Hon'ble Supreme Court has held that Government can dispossess the lessees in accordance with the Government Grant Act, 1895 without resorting to the other proceedings established by any other law. So also, in *Eswari Bai Vs. The Collector of Madras (AIR 1974 Madras 114)*, it has been held that a lessee of the government land can be summarily evicted and resort to civil court is not necessary. In *Namdeo Lokman Lodhi Vs. Narmadabhai Keshoodoo and others (AIR 1950 Bombay 123)*, it has been held that where a lease is entered into prior to 1-4-1930, no notice for determination of a lease is required.

15. From the aforesaid decisions, it is clear that for determination of a lease in respect of the government lands, it is not necessary to take resort to the due process of law and mere intention to repossess the land is sufficient. However, in the case in hand, defendants issued show cause notice to plaintiffs as per the order dated 30-4-2004 in Writ Petition No. 904/2004 without challenging it, and therefore, they cannot be heard to say that they were not required to give personal hearing to plaintiffs.

16. In *N. M. Nayak Vs. Chhotalal Hariram and others (AIR 1968 Bombay 51)*, it has been held that an assignee of a lessee has privity of contract between the assignee of a lessee estate, but there is no lessor. From the ratio laid down by the Hon'ble Supreme Court in the case of *Raghurani Rao and others Vs. Eric P. Mathias and others (AIR 2002 Supreme Court 797)*, it is clear that as there is no privity of contract between lessor and the transferee, the lessor is necessary party for determining the lessee.

17. Admittedly, plaintiffs are the assignees of the original lessee named *Nanabhoy Hirmusjee Bhiwandiwalla*. As such, they have no privity of contract with defendants. Defendants have not taken any action against the original lessee named *Nanabhoy Hirmusjee Bhiwandiwalla*. The defendant No. 1 has issued show cause notice dated 27-1-2004 and passed the orders dated 2-11-2004 against plaintiffs with whom they have no privity of contract. Thus, the orders dated 2-11-2004 terminating the lease of the suit lands are *prima facie* infructuous.

18. From the record, it *prima facie* appears that plaintiffs are in possession of the suit lands. Plaintiffs have raised substantial question of

law and facts as regards the validity of the orders dated 2-11-2004, which need to be decided on merit. Under these circumstances, it is necessary to maintain status quo as to the suit lands. If a relief of temporary injunction is not granted to plaintiffs, and they are dispossessed by defendants on the dint of the orders dated 2-11-2004, the suit would become infructuous.

19. In the case of Walawalkar Vs. Deputy Salt Commissioner (AIR 2006 Bombay 265), the Hon'ble Bombay Court in the similar set of facts was pleased to grant a relief of temporary injunction to the plaintiff in that case restraining defendants from acting upon the order terminating the lease. It is true that defendants have preferred an appeal against the said order, but the same is not stayed or set aside. So, I hold that in the present case, plaintiffs are entitled to the relief of temporary injunction on the ground of parity.

20. Plaintiffs have thus, made out *prima facie* case. The balance of convenience lies in their favour. So, I hold that they are entitled to the relief of temporary injunction as sought. Accordingly, I hold that the notice of motion deserves to be allowed in terms of prayer clause (a). Hence, the order:

ORDER

1. Notice of Motion No.1246 of 2005 is made absolute in terms of prayer clause(a).
2. Costs shall be the costs in the cause.”

6. After the suit was transferred to the Bombay City Civil Court and re-numbered as Suit No. 6256 of 2005, sixth respondent moved a motion vide Notice of Motion No. 321 of 2005 for a restraining order against the petitioner from dealing with or disposing of the suit properties or transferring or alienating the same to any third party, which was allowed by an order dated 16th April 2016 and the plaintiff has been restrained from creating any third party rights. The relevant portions of the order dated 16th April 2016 passed in Notice of Motion No.321 of 2005 are extracted below:

“7. From the affidavit filed in reply, it *prima facie* appears that plaintiffs had negotiated with Shri Ghevarchand Babulal Nahar in respect of the suit lands and entered into memorandum of understanding dated 26-12-2005 with him. They have accepted the cheque of Rs. 11,00,000/- from him. They have however, contended that they did not encash the said cheque and pursuant to the letter dated 13-8-2008, they had submitted the consent deed with M/s. Shapoorji Pallonji and Co. Ltd. to the State Government of Maharashtra to explore the possibility of the Public-Private partnership project obtaining approvals of the Union Government and the Government of Maharashtra, for affordable housing

and to support them in such development, in the event the Government decide to permit and facilitate the development. The report submitted by Sub-Divisional Officer, Mumbai, Suburban goes to show that plaintiffs have not created any third party interest in the suit lands. However, the possibility that they would create third party interest therein cannot be ruled out safely. In Notice of Motion No. 1246/2005, an order of temporary injunction restraining defendants from taking action pursuant to the order dated 12-11-2004 terminating the lease in respect of the suit lands has been granted in favour of plaintiffs. So, the equity demands that plaintiffs should also maintain status quo with regard to the suit lands by not creating third party interest therein.

8. In the case of N. M. Nayak Vs. Chhotalal Hariram and others [AIR 1968 Bombay 51 (V 55 C. 11)], it has been held that an assignee of a lessee has privity of estate, but there is no privity of contract between the assignee of a lessee and lessor. In the case in hand, plaintiffs are the assignees of the original lessee named Nanabhoy Hirmusjee Bhiwandiwalla. Considering the said fact, if plaintiffs, who have no privity of contract with defendants succeed in creating third party interest in the suit lands as apprehended by defendants, their right in lands would be jeopardized. On the contrary, if they are restrained from creating a third party interest in the suit lands, no prejudice or loss will be caused to them.

9. In Notice of Motion No. 2441/2006 in Appeal No. 534/206, the Hon'ble Bombay High Court in the similar set of facts was pleased to direct the plaintiff in that suit not to create any third party interest in the subject matter of the suit. So, I hold that in the case in hand also, in order to avoid multiplicity of the proceedings and further complication in the matter it is necessary to maintain status quo in respect of the suit lands, more so what period of original lease is about to lapse.

10. For the reasons enumerated *ut supra*, I hold that the notice of motion deserves to be allowed in terms of prayer clause (a). Accordingly, I proceed to pass the following order:

ORDER

1. Notice of Motion No. 321 of 2015 is made absolute in terms of prayer clause (a).
2. Costs shall be the costs in the cause."

7. While the aforesaid interim injunction orders were subsisting, the Collector, Mumbai Suburban District issued a direction vide order dated 1st October 2020 for handing over the possession of the subject properties to the MMRDA for transfer to the Delhi Metro Rail Corporation Ltd. (in short, DMRCL). The petitioner has laid a challenge to the order dated 1st October 2020 in Writ Petition No.471 of 2021. He is seeking an ad-interim direction to the MMRDA and Union of India to restore "status-quo ante" in respect

of the subject properties, to remove machinery etc. and restore possession of the subject properties in its original condition to him. The prayers in Writ Petition No.471 of 2021 are reproduced as under:

“(a) that this Hon'ble Court be pleased to issue a Writ of Certiorari, or a Writ in the nature of Certiorari, or any other appropriate Writ, Order or direction, calling for the papers and proceedings leading to the passing of the impugned order dated 1st October, 2020 and after going [Exhibit &herefo into the legality, validity and propriety thereof, to quash and set aside the same;

(b) that this Hon'ble Court be pleased to issue a Writ of Mandamus, or a Writ in the nature of Mandamus, or any other appropriate Writ, Order or direction, directing Respondent Nos.4 & 5 to restore status-quo ante in respect of the said lands by removing itself, its equipment, machineries and men and material from the said lands and restore the said lands to the Petitioner in its original condition;

(c) that pending the hearing and final disposal of the writ petition:

(i) Respondent No.4 by itself, its servants and or agents and / or subordinates be restrained by an order and injunction from acting upon and/or taking any steps in furtherance of, and/or in implementation of and/or pursuant to the impugned order dated 1st October 2020, or in any manner whatsoever dealing with the said land;

(ii) Respondent No.4 by itself, its servants and/or agents and/or subordinates be restrained by an order and injunction of this Hon'ble Court from further encroaching upon or entering the said lands or placing any material and equipment on the said lands or any part thereof in any manner whatsoever;

(iii) Respondent No.4 by itself, its servants and/or agents and/or subordinates be ordered and directed by a mandatory order and injunction of this Hon'ble Court to forthwith remove all its equipment, machineries and men and material from the said lands and restore the complete possession thereof to the Petitioner;

(iv) the Respondent No.4 by itself, its servants and /to yah or agents and / or subordinates be restrained by Man order and injunction from performing all further activities on the said lands in furtherance of the order dated 1st October 2020;

(d) for ad-interim relief in terms of prayer (c) above;

(e) for costs of the petition and orders thereon; and

(f) for such further and other reliefs, as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.”

8. The Union of India also challenged the order dated 1st October 2020 passed by the Collector, Mumbai Suburban District by filing Writ Petition No.3931 of 2022. This writ petition

has been disposed of on 30th August 2022 in the light of a subsequent order passed by the Collector, Mumbai Suburban District whereunder earlier order dated 1st October 2020 was withdrawn.

9. During pendency of the afore-mentioned writ petitions, the Collector, Mumbai Suburban District has passed an order on 17th April 2023 for transferring 15 hectares out of the subject properties to the MMRDA and this order has been challenged by the petitioner in Writ Petition No.5362 of 2024 with the following prayers:

“(a) This Hon'ble Court be pleased to issue a writ of certiorari or a writ in the nature of certiorari and/or any other appropriate writ, order and/or direction, inter alia, calling for the records and proceedings before Respondent No. 2 in respect of the impugned Order dated 17 April 2023, [Ex. A hereto] and after considering the legality, validity and/or constitutionality thereof, this Hon'ble Court be pleased to quash and set aside the impugned Order as being illegal, ultra vires and/or unconstitutional;

(b) This Hon'ble Court be pleased to issue a writ of mandamus or a writ in the nature of mandamus and/or any other appropriate writ, Order and/or direction, inter alia directing Respondent No. 2 to withdraw the impugned Order dated 17 April 2023 and prohibiting Respondent Nos. 1 to 4, and their employees, officers or agents from in any way implementing, acting in furtherance of, exercising any powers under, or pursuant to the impugned Order dated 17 April 2023;

(c) This Hon'ble Court be pleased to issue a writ of mandamus or a writ in the nature of mandamus and/or any other appropriate writ, Order and/or direction, inter alia prohibiting Respondent Nos. 1 to 4, and their employees, officers or agents from attempting to take possession of trespassing on, or in any manner altering the status quo on the said lands (defined in paragraph 7 to 9 hereinabove) including carrying out any development or construction thereon and or from obstructing and preventing the petitioner and his employees, agents, representatives, workmen etc from entering the said lands or any part thereof.

(d) Hon'ble Court be pleased to issue a writ of mandamus or a writ in the nature of mandamus and/or any other appropriate writ, Order and/or direction, to Respondent Nos. 1, 3 and 4 to dismantle and remove the temporary shelter constructed on the said land (defined in paragraph 7 to 9 hereinabove) and withdraw their security personnel from the said lands. (defined in paragraph 7 to 9 hereinabove)

(e) Pending the hearing and final disposal of the present Petition, it is just, convenient, necessary and in the interests of justice that this Hon'ble Court be pleased to issue a temporary Order and injunction:

- (i) *Staying the effect, implementation and operation of the impugned Order dated 17 April 2023 [Ex. A hereto];*
- (ii) *restraining Respondent Nos. 1 to 4, and their employees, officers or agents from in any way implementing, acting in furtherance of, or exercising any powers under, or pursuant to the impugned Order dated 17 April 2023; and*
- (iii) *restraining Respondent Nos. 1 to 4, and their employees, officers or agents from attempting to take possession of, trespass on, or in any manner alter the status quo on the said lands (defined in paragraph 7 to 9 hereinabove).*
- (iv) *direct Respondent Nos. 1, 3 and 4 to dismantle and remove the temporary shelter constructed on the said land and withdraw their security personnel from the said lands. (defined in paragraph 7 to 9 hereinabove)*
- (f) *Ad interim reliefs in terms of prayer clause (d) above;*
- (g) *For costs; and*
- (h) *Such other reliefs as the Hon'ble Court may deem fit in the interests of justice may kindly be granted."*

10. In its affidavit-in-reply, the MMRDA states that the Collector, Mumbai Suburban Division granted advanced possession of 15 hectares of land under Survey 275, City Survey No.657A in village Kanjur within Taluka Kurla for setting up the Metro Car Depot and other ancillary works in Metro Line 6 stretched over Swami Samarth Nagar to Vikhroli through Jogeshwari. The corridors of the Metro Line includes the Metro Line-6 which is being implemented as an important Urban Transport Project. The MMRDA has been appointed as the Special Planning Authority vide Government Resolution dated 25th October 2016 under section 40(1)(c) of the Maharashtra Regional and Town Planning Act, 1966 for the said Project. The Project is at an advanced stage and expenditure of Rs.2293.12 crores has already been incurred. The civil works via duct has progressed to 87.60% and the civil works for station were complete upto 77.30% as per the progress report issued by the DMRCL on 23rd October 2025. It is stated that the Project is time-sensitive and requires to be completed by December, 2026.

11. The MMRDA has laid a stress over the importance of Mumbai Metro Line-6 and a need for its timely completion with the following details:-

Importance of Mumbai Metro Line-6:

9. *Metro Line-6 forms an integral part of the entire Mumbai Metro Railway Project which is aimed at reducing travel distance and time thereby greatly reducing the acute problems of traffic congestion in Mumbai. Further, the Metro Railway shall provide a much-needed alternative and an environment friendly public transportation which is expected to greatly reduce the traffic congestion and improve the environment in the city of Mumbai.*

10. *The aim and objective behind developing the Metro Line-6 is to provide a supplementary system to an already existing, albeit overburdened, Mumbai Local Trains. Setting up of the Metro Line is the need of the hour to take off some burden from the Mumbai Local Trains onto the Metro Line, as on an average 2500 people die annually due to overcrowding of the local trains.*

11. *The proposed Metro Line-6 is founded on the principles of public utility, sustainable development and eco-friendly transportation system, aimed at benefiting the public and thus is not a private project being executed, to generate profits.*

Salient features of Metro Line-6 as studied by DMRCL are mentioned herein below:

Sr. No.	Particulars	Details
1.	<i>Project Cost</i>	<i>6,716 Crores</i>
2.	<i>Standard Gauge</i>	<i>1435 MM</i>
3.	<i>Length</i>	<i>14.47 KM</i>
4.	<i>Total Station</i>	<i>13</i>
5.	<i>Passenger capacity (6 coach Metro)</i>	<i>6 passengers per sq.mtr. i.e. 1756 passenger</i>
6.	<i>Passenger per house/ per day</i>	<i>Expected on year 2021-24716 By Year 2031-29,658</i>
7.	<i>Passenger per year</i>	<i>Expected on year 2021 - 2022 - 6.5 Lakhs By year 2031-2032-7.69 lakhs</i>

Thus, a total population of over 8 lakhs is expected to benefit by year 2031 by implementation of Metro Line-6.

Importance of Metro Car Depot and its timely completion:

12. *The Metro Car Depot is a mandatory and essential facility for*

functioning, commissioning and operating of any metro line, it acts and functions like a Heart in the Body and is also termed as the Nervous system of the entire Metro Line, without a proper and a functioning Metro Car Depot, the entire Metro Line-6 will be rendered handicapped.

13. As per the DPR as prepared by DMRCL, the following are the operations that shall be conducted at the Metro Car Depot at a total estimated cost of Rs. 547.54 Crores:

- (i) Major overhauls of all the trains;
- (ii) All minor schedules and repairs;
- (iii) Lifting for replacement of heavy equipment and testing thereafter;
- (iv) Repair of heavy equipments

Thus, as evident, Metro Car Depot is mandatory for ensuring smooth and seamless operation of Metro Line-6, it is further imperative that the Metro Car Depot be constructed at the proposed location i.e. the Subject Land situated at Eastern Expressway Highway at Kanjurmarg Mumbai to ensure that Metro Car Depot is in close proximity to the Metro Line-6, as in the event of the Metro Car Depot being shifted to a far away location then the entire purpose of having a Metro Car Depot will be rendered infructuous.

14. Considering the relevance and urgency of developing the Metro Car Depot, MMRDA has already commenced the work on the Subject Land of survey, soil investigation, barricading, peripheral roads etc, in fact, MMRDA has vide Letter of Acceptance ("LOA") dated 12th March 2024 appointed M/s. Sam (India) Builtwell Private Limited as the Civil Contractor for carrying out the civil works of the Metro Car Depot for a project cost of Rs. 547,45,34,060/- (Rupees Five Hundred Forty-Seven Crore Forty-Five Lakh Thirty Four Thousand and Sixty Only). MMRDA has vide LOA dated 12th March 2014 appointed M/s. CEG-Korea National Railway (JV) as the Consultant, specifically, for Metro Car Depot for a project cost of Rs. Rs. 20,42,36,199/- (Rupees Twenty Crores Forty-Two Lakhs Thirty Six Thousand One Hundred and Ninety Nine Only). Copies of the LOA's dated 12th March 2024 are hereto marked and annexed as Exhibit - J and K.

15. MMRDA has a duty to ensure that the Metro Car Depot is completed within the prescribed time-frame, as any delay in execution of the Metro Car Depot shall lead in delay in implementing the entire Metro Line-6, which will cause a loss of approx. Rs. 2.5-3 Crores per day to the public exchequer.

16. Further, as evident from the abovementioned, MMRDA has already invested huge amount of monies in execution of Metro Line-6, which will go futile in the event there is any stay, delay or disruption in developing the Metro Car Depot on the Subject Land.

Current status of Metro Line - 6:

17. DMRCL on 23rd October 2025 issued a progress report to

MMRDA *inter alia* informing the progress of Metro Line-6 as follows:

Sr. No.	Description of features	Details of features	Remarks
1.	Civil Works- Viaduct progress	87.60%	
2.	Civil Works- Station progress	77.30%	
3.	Station entry- exit progress	36.50%	
4.	Track Progress	33.30%	<i>Installation, Testing & Commissioning of Ballast less Track including Supply of Buffer Stop for Line-6</i>

18. As mentioned hereinabove, MMRDA through DMRCL has completed substantial amount of the work in respect of Metro Line-6 and has incurred the following expenditure up to 30th September 2025 :

Sr. No.	Heads	Expenditure
1.	Civil Work (Project Fund + Consultant)	Rs.2264.33 Crores
2.	Finishing & PEB Work of Metro Stations on Metro Line-6	
3.	Depot Civil & GC	Rs. 18.67 Crores
	Total	Rs.2,293.12 Crores

A copy of the progress report as issued by DMRCL dated 23rd October 2025 along with Photographs are hereto marked and annexed as Exhibit-L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12 and L-13.

19. Needless to state that the said Project is a time sensitive project, as the projected completion date is December 2026, and involves heavy finances of the exchequer, as any unwarranted delay in implementation of the said Project will cause grave monetary loss to the exchequer.

Benefits of Metro Line-6:

20. As mentioned hereinabove, the entire Metro Rail System is being implemented with the aim and objective of providing better

connectivity and reduced time travel for the commutes, apart from this, the following the benefits which the Metro Line-6 aims to provide to its commuters:

- (a) *Integration with Existing Lines:* Metro Line-6 will integrate with other major transport lines, including Mumbai's suburban railway network and other metro lines like Line 2A (Dahisar East to Andheri West/DN Nagar) & 7 (Dahisar East to Andheri East). This integration allows commuters to easily transfer between different modes of transport, providing seamless connectivity across the city. Also connects to Metro Line-4 (Wadala-Ghatkopar-Mulund-Thane-Kasarwadaivali) which is under construction.
- (b) *Reduced Travel Times:* The metro line will offer a faster and more efficient mode of transportation compared to road travel. Commuters traveling along Metro Line 6's route, such as from Swami Samarth Nagar - Vikhroli EEH, can expect significantly reduced travel times, especially during peak hours when road congestion is high.
- (c) *Reliable Service:* Metro systems are known for their reliability in terms of schedule adherence and frequency of services. Metro Line-6 will provide commuters with a reliable transport option, ensuring that they can reach their destinations on time without worrying about traffic delays or uncertainties.
- (d) *Access to Key Areas:* Metro Line-6 will pass through or be in close proximity to key areas, commercial centers, educational institutions, and residential neighborhoods. This accessibility enhances convenience for commuters, allowing them easy access to important destinations without the hassle of multiple transfers or long travel times.
- (e) *Improved Connectivity to Employment Hubs:* Many commuters travel to major employment hubs in Mumbai for work. Metro Line-6's connectivity with other transport lines and its route through key areas East-West connection in Mumbai suburban will make it easier for workers to access these employment centers, promoting economic activity and productivity.
- (f) *Environmental Benefits:* By encouraging more people to use public transport, Line 6 contributes to reducing individual vehicle usage and associated emissions. This benefits both the environment and public health by lowering pollution levels and congestion on roads.
- (g) *Enhanced Mobility for Residents:* Line 6 not only benefits commuters but also improves mobility for residents living along its route. It provides them with a convenient and efficient mode of transport for daily commuting, shopping, leisure activities, and other purposes.

12. Mr. Aspi Chinoy, the learned senior counsel for the petitioner contended that the State of Maharashtra which has no right, title or interest over the subject properties could not have taken forcible possession over the subject properties which came to the petitioner by virtue of the valid instruments of transfer. The learned senior counsel heavily relied upon the decision in “*Maharaja Dharmander Prasad Singh*¹” and the order dated 16th December 2020 in Writ Petition No. 471 of 2021. It is submitted that this Court by an interim order stayed the operation of the order dated 1st December 2020 and the DMRCL was restrained from carrying the ongoing operations on the subject properties. However, the Collector, Mumbai Suburban District passed the order dated 17th April 2023 in complete disregard to the said interim order. The learned senior counsel emphasized that these writ petitions are maintainable against the arbitrary and illegal actions of the respondents and, in particular, the Collector, Mumbai Suburban District.

13. On the other hand, Mr. Anil Singh, the learned Additional Solicitor General submitted that the petitioner has no subsisting right or any interest whatsoever in the subject properties after termination of the lease deeds by the orders dated 2nd November 2004 and therefore the prayers made in these writ petitions cannot be granted. The lease deeds both dated 16th February 1922 were terminated on the ground that the leasehold properties were not utilized for the manufacture of salt and the petitioner has not even stated in these writ petitions that he was utilizing the demised premises for the said purpose. The learned Additional Solicitor General emphasized that the petitioner who is not a lessee as on date has no *locus* to maintain the present writ petitions. There has

¹ *State of U.P. & Ors. v. Maharaja Dharmandar Prasad Singh & Ors.*: (1989) 2 SCC 505

been a change in law and any claim or entitlement for renewal of the leases does not survive in view of the Resolution dated 9th October 2013 whereunder the Ministry of Commerce and Industry resolved that no renewal of lease shall be granted, and any assignment of land for salt manufacture shall be by way of fresh tender. The learned Additional Solicitor General submitted that a Division Bench of this Court has held in "*Jugalkishore R. Joshi & Ors.*"² that every salt pan lands used for manufacturing of the salt within the Mumbai city and suburbs as also within the vicinity must strictly be allotted or leased in terms of the Resolution dated 9th October 2013. It was submitted by the learned Additional Solicitor General that the equitable and discretionary writ jurisdiction may not be exercised in favor of a person who has no subsisting right and it shall be in public interest that the public asset is utilized for the larger public welfare. The learned Additional Solicitor General further submitted that the petitioner who made contradictory statements on oath and sought conflicting reliefs in both the writ petitions must be held to have made false affidavits on oath. He referred to an order passed in Writ Petition No.3366 of 2017 titled "*Rajiv Yashwant Bhale*"³ and submitted that the petitioner who has approached this Court with unclean hands does not deserve any indulgence of this Court and the writ petitions are liable to be dismissed.

14. Opposing these writ petitions, Dr. Milind Sathe, the learned senior counsel for the MMRDA submitted that the ownership of the subject properties has been resolved and the orders dated 1st October 2020 and 17th April 2023 are no longer under challenge

² *Jugalkishore R. Joshi & Ors. v. Union of India & Ors.* : 2018 SCC OnLine Bom 2027

³ *Rajiv Yashwant Bhale v. Principal Commissioner of Income Tax* : [2018] 401 ITR 408 (Bom)

by the Union of India. The petitioner has no subsisting interest in the demised premises and he has no *locus* to challenge the orders passed by the Collector. It is contended that the petitioner who is seeking an order for restoration of his possession over the demised premises in Writ Petition No.471 of 2021 cannot take U-turn and claim that he is in possession of the demised premises. The prayer seeking restoration of possession cannot be granted on the ground of a breach of the order dated 26th April 2005 and, that, sections 20A(1) and 41(ha) of the Specific Relief Act, 1963 constitute a kind of bar to the relief sought by the petitioner in these writ petitions. The observations made in the order dated 16th December 2020 were *prima-facie* opinion of the Court and such observations cannot form the basis for challenging the order dated 17th April, 2023. Dr. Sathe submitted that the project of Metro Line-6 car shed has been declared as an urgent and an important Urban Transport Project and the allotment of 15 hectares of land is for public purpose.

15. In the proceedings before this Court, there were claims made by the Union of India based on certain documents and the State of Maharashtra claimed that it is the owner and in actual physical possession of the subject properties. The order dated 1st October 2020 passed by the Collector, Mumbai Suburban Division stands withdrawn and, consequently, Writ Petition No.5983 of 2020 filed by the Union of India has been disposed of. This is also a matter of record that the order dated 11th November 2022 dismissing the application vide Notice of Motion No.3788 of 2016 seeking dismissal of the suit is under challenge in the pending Civil Revision Application (L) No.23914 of 2023. The misunderstanding between the Government of Maharashtra and Union of India has

been resolved and a decision has been taken by the Union of India to allot the lands to the Government of Maharashtra vide order dated 17th March 2024. In view thereof, Writ Petition No.4769 of 2024 challenging the order dated 17th April 2023 has been withdrawn by the Union of India on 5th May 2025. In the changed scenario, a challenge to the jurisdiction of the Collector to pass the order dated 17th April 2023 on a premise that a person who has no right, title or interest over any immovable property cannot seek eviction of the leaseholder or issue a direction for handing over possession of the demised premises to the MMRDA shall not survive and must fail.

16. The State of Maharashtra contended that the interest of the petitioner, if any, has been protected under the order dated 17th April 2023. The said order imposed several conditions on the MMRDA and there is a prohibition on transfer, sell, mortgage or subletting of the land by the MMRDA, which shall abide by any order passed by this Court in pending writ petitions and it shall be responsible for compensation, if any determination comes in the future. Under the Government Resolution dated 21st December 2017, the MMRDA has been empowered to acquire and utilize the government and semi government lands for implementation of the Mumbai Metro Rail Project. The MMRDA is a statutory body under the Mumbai Metropolitan Region Development Act, 1974. It was way back in May 2023, that the MMRDA conceived a master plan for Mumbai Metro for reducing traffic congestion and providing more efficient mode for transportation to the public. The MMRDA has taken a stand that it is not concerned with the title of the subject properties and has obtained the subject properties and taken possession thereof following the due process in law. In the previous proceeding, the MMRDA committed itself through an

interim application to give all benefits to the owner of the subject properties if those properties are acquired by the MMRDA or on its behalf. It is contended that the petitioner has no subsisting right over the subject properties inasmuch as the leases have been terminated and expired by efflux of time on 16th October 2016 and, even putting on the highest pedestal, the petitioner can at best claim compensation. In the present proceedings, an application has again been filed by the MMRDA for accepting its undertaking to the effect that all benefits shall be provided to the owner of the subject properties on its acquisition. The Collector while considering the request made by the MMRDA for allotment of the subject properties for setting up a car-shed and casting yard for the Metro Line (Metro car-shed) was conscious of the proceedings between the parties and therefore imposed several conditions in the orders for allotment of the subject properties in favor of the MMRDA and its possession thereof. This is recorded by the writ Court in paragraph no.8 of the order dated 16th December 2020 that the possession of the subject properties was delivered to the MMRDA on 6th October 2020. This is also not disputed before this Court that the possession of the subject properties was handed over by the MMRDA to the Delhi Metro Rail Corporation Ltd.

17. In our opinion, these writ petitions which extensively refer to different Indentures and Instrument of transfer necessarily require this Court to trace and examine a right in the petitioner for a relief. An exercise of this nature can be undertaken in a proceeding before the Civil Court where the parties by leading evidence may prove a fact and seek relief. The petitioner has pleaded that by an Indenture dated 27th December 1947 Khan Bahadur Nanabhoy Harmusji Bhiwandiwala assigned his rights to Shivchandrai Rampratap, Badrinarayan Rampratap, Shivkaranlal Harakchand

and Hiralal Rampratap as tenants for a consideration of Rs.2,51,000/-. Later on, Shivkaranlal Harakchand sold his shares to Shri Bankatlal, Gopikishan, Shrinivas Gopikishan and Omkarlal Bansilal; Shivchandrai Rampratap executed an instrument of gift in favor of his wife Smt. Laxmidevi Shivchandrai Rampratap and; Badrinarayan Rampratap gifted his share to Smt. Jethidevi Harakchand Garodia, Smt. Banarasidevi Badrinarayan Garodia and Smt. Ramadevi Badrinarayan Garodia. There were disputes in the family which led to the filing of Suit No.1799 of 1980 wherein a memorandum of the consent terms executed between Ramadevi Garodia and the defendant nos.1 to 23 was filed. Under the consent terms, the defendant nos.23 and 24 who were beneficiaries of the Will of late Shivchand Rampratap Garodia gave up their shares to Gordhandas Shivchandrai Garodia-defendant nos.24 and Maheshkumar Gordhandas Garodia-defendant no.26. The other defendants also gave up their shares, right, title and interest or claim in the property in their favor. These persons are not made parties in these writ petitions and there is no material on record to suggest that the petitioner alone can claim any right flowing from the Indentures and instruments which he has narrated in these writ petitions.

18. Pertinently, the Indentures dated 19th February 1922 contained a recital that the said Indenture was executed in consideration of “royalties, covenants and conditions” and the consideration thereof to be paid by the lessee and upon the conditions to be observed and performed by the lessee. Clause (1) (d) of the deed provided that the lessee shall not assign or underlet the lease or any part thereof or the rights and privileges granted thereunder to any person without the prior written sanction of the Deputy Commissioner of Salt Excise, Central Division. The lessee

was permitted to use the demised premises only for the purpose of manufacturing common and edible salt and related products in accordance with the terms of the license. Under Clause (III)(b), the lessee has to submit a programme of work for each year to the Commissioner and to engage himself in the manufacture of common and edible salt or the relatable product as per the approved programme. Under Clause (V), the lessor can cancel the lease notwithstanding its term of 99 years upon breach of the condition of the license granted under the Bombay Salt Act, 1890. The lessor has reserved its rights to re-enter upon any part of the demised premises and take possession thereof after canceling the lease. This is a covenant in the Indenture that the lessor, his agents and servants will have every right of ingress and egress to survey and examine the demised premise and every part thereof at all time. Furthermore, the Indenture was made subject to the observance and performance of covenants and conditions that (i) the demised premises shall be used for the purposes of manufacturing common edible salt and by-products only and (ii) to manufacture salt on demised premises in accordance with the terms of the license to be granted in that behalf. There were other conditions such as (i) not to make excavation or remove any stone, stone gravel, clay or earth from the demised premises except for the purpose of erecting embankments for protecting the demised premise and other purposes associated with salt manufacturing, (ii) not to assign or under let the lease or any part thereof or the rights and privileges therein to any person without previous consent in writing of the Deputy Commissioner of Salt and Excise, Central Division and (iii) the manufacture the products subject to the payment of royalty at such rates as government may fix from

time to time.

19. Clause (VI)(2) provides that the lessee may renew the lease by giving the lessor a written notice at least six months prior to the expiry of the lease term and the lessor shall grant further lease of demised premises for such term and upon such condition as may be determined by the lessor. Evidently, the covenant under Clause (VI) (2) shall operate only upon due performance and observance of the stipulation under the lease deed. The notice given by the petitioner to the lessor seeking extension of the lease term under Clause (VI) (2) has been rejected and that order is under challenge in the pending suit by way of amendment. In Suit No.1173 of 2005 which is still pending, the following reliefs are sought:

“(a) That this. Hon'ble Court be pleased to declare that the orders dated 2nd November, 2004 being Exhibit "Y" & "Z" terminating the Lease qua the Plaintiffs is illegal, null and void ab-initio and for a declaration that Agreement dated 16th February, 1922 is valid, subsisting and binding on the Defendant.

[b] Pending the hearing and final disposal of the suit the Defendants or any one from the office of the Defendants be restrained by and order of injunction from taking any further steps pursuant to order dated 2nd November 2004 issued by Defendant No.1 without due process of law.

[c] for ad-interim reliefs in terms of prayer clauses [a], [b] and [c] above;

[d] for such further and other reliefs as the nature and circumstances of the case may require.”

20. There is no specific prayer made or an order passed in the suit or in any proceeding taken out by the petitioner before this Court seeking stay of operation of the lease termination order dated 2nd November 2004. The effect of absence of such an order in favor of the petitioner is that the lease deeds stand terminated and there is no subsisting right flowing to the petitioner. The petitioner claims to be in possession of the subject properties after 2nd November 2004 by virtue of an ad-interim order passed by the Court, that the defendant no.1 shall not take any further steps

pursuant to the order dated 2nd November 2004 without due process of law. A notice under section 113 of the Transfer of Property Act was given to the lessee on 16th April 2016 and the leases have lapsed by efflux of time.

21. There are marked distinctions between a proceeding in a civil Court and before a writ Court. The writ Court is required to see whether the fundamental facts and requirements in law are fulfilled or not for issuing directions. The High Court cannot overlook all technicalities and take a view disregarding the tangent pleadings by the petitioner in Writ Petition Nos. 471 of 2021 and 5362 of 2024. These writ petitions seek such reliefs which are not amenable to the writ jurisdiction and the stand taken by the respondents to the enforceability of clause VI (2) cannot be overlooked. Any claim for the enforcement of rights of the petitioner through Indentures dated 16th February 1922 is not permissible in writ jurisdiction. This is not a case where merely some dispute has been raised by the respondents to project a legal bar on maintainability of the writ petition. In "*Sohan Lal*"⁴, the Hon'ble Supreme Court held that where there is a serious dispute on questions of fact and a dispute regarding right, title or interest to the subject matter of dispute, a proceeding by way of writ petition is not appropriate inasmuch as any decision by the writ Court would amount to a decree declaring a party's title. The High Court acts upon the indisputed facts and the claim of the aggrieved party is determined on the basis of the factual position acknowledged by the respondent. In "*A. V. Venkateshwaran, Collector of Customs, Bombay*"⁵ the Hon'ble Supreme Court

4 *Sohan Lal v. Union of India & Anr.* 1957 : SCC OnLine SC 39

5 *A. V. Venkateshwaran, Collector of Customs, Bombay v. Ramchandra Sobhram Wadhwani and Anr.* : 1961 AIR 1506

observed that the exercise of writ jurisdiction shall depend on the facts of each particular case. The powers under Article 226 of the Constitution of India are extraordinary, plenary and without any fetters. But such a power is exercised in a reasonable manner and in the interest of justice. There is substance in the objections raised by the respondents that the writ petition based on an allegation of dispossession from the subject properties during subsistence of the interim injunction is not maintainable. Even a prayer seeking restoration of possession over the subject properties cannot be entertained on the basis of the injunction order passed in Notice of Motion No. 1246 of 2005. The dismissal of Chamber Summons No.1462 of 2018 filed by the MMRDA seeking its intervention in the suit for the purpose of obtaining an order of temporary possession of 40H land for Metro Line IV and VI shall not curtail its right to contest the matter on merits.

22. The observations in the order dated 16th December 2020 on which the petitioner places heavy reliance are *prima facie* opinion of the Court, that a very strong case for admission and grant of interim relief was made out notwithstanding that a public project would be held up. This interim order basically centers around the careless approach of the executives in their approach. A reference of the decision in “*Bishan Das*”⁶ was made in the context of the Collector, Mumbai Suburban Division treating the subject properties as the properties of the Government of Maharashtra and allotting the said properties to the MMRDA without any notice to the Union of India or to the petitioner. The conflicting stand taken by the State of Maharashtra with reference to Civil Application No.84 of 2016 wherein a request was made to the Court for a

6 *Bishan Das & Ors. v. State of Punjab & Ors.*: 1961 SCC OnLine SC 136

permission to utilize the subject properties had also intrigued the Court and caused considerable doubt as to ownership of the subject properties. The relevant portions of the order dated 16th December 2020 in Writ Petition (L) No.3523 of 2020 (since withdrawn by the Union of India) with connected Writ Petition No.471 of 2021 are extracted below:

“27. Although, at the first blush, it could appear that the writ court has been urged to decide a question of title in respect of an immovable property, on an in-depth scrutiny, what we are left to examine is whether the decision-making process leading to the impugned order of the Collector dated October 1, 2020 suffers from any vice of illegality, irrationality or procedural impropriety to attract judicial review. What is revealed from the materials on record is dispossession of parties interested in a property not by procedure known to law, but by an executive fiat. The Collector has treated the subject land as the property of the GoM and allowed possession thereof to be taken by the MMRDA by referring to certain notifications/resolutions, without giving any opportunity either to the UoI or to the petitioner in WP-III to respond to the prayer of MMRDA. In a society where ‘Rule of Law’ has primacy, the minimum that we expect of a responsible office as the Collector is to adopt a fair, reasonable and impartial approach. That is unfortunately lacking in the present case. Despite given an opportunity to proceed in accordance with law, he has not availed it. We are, thus, constrained to hold that the impugned order is in the teeth of the decision of the Supreme Court in Bishan Das & ors. Vs. State of Punjab & ors., reported in AIR 1961 SC 1570. Although such decision was rendered when ‘Right to Property’ was a Fundamental Right, the dictum of the Constitution Bench still has relevance in view of ‘Right to Property’ being recognized as a Constitutional right.

28. That apart, in the process of allowing the prayer of the MMRDA, the Collector does not appear to have considered the evidence which was relevant, material and germane for a decision on the prayer of the MMRDA. This was obviously because the request of the MMRDA was disposed of without putting the UoI and the petitioner in WP-III on notice. The order and the two letters referred to in paragraph 11 supra do not appear to have been placed before the Collector and, therefore, he too did not have the occasion to consider the same. If indeed the same had been placed before him, he ought to have referred to it. Non-consideration of evidence that was relevant, material and germane is a serious flaw in the decision-making process vitiating the impugned order and rendering it perverse.

29. Next, the presentation of Civil Application No.84 of 2016 by the State of Maharashtra has left us intrigued. Permission having been sought for from the Court [obviously because the request of the Salt Department in the UoI for correcting revenue records in terms of the order of the OSD dated September 30, 1996 not having been granted referring to the interim order passed in Bafna’s WP (letter dated April 16, 1999 of the Desk

Officer, Revenue and Forests Department, page 2 of the compilation of Mr. Singh]] and the Court being seized of such application, it stands to reason that the GoM could not have on its own utilized the subject land for any public purpose conceived by it. However, we are aghast to note that while Civil Application No.84 of 2016 has been pending, the Collector on his own and without waiting for the outcome of such application has passed the impugned order and delivered possession to the MMRDA. Significantly, the plan annexed to such application and the plan placed before us by Dr. Sathe bear clear resemblance evincing that the site for the proposed Metro car shed is one and the same, i.e., the subject land. We, thus, see no reason as to how during its pendency the Collector could pass such an order. Looking at the decision in Amrita Prithishwar Bhattacharjee (*supra*), it seems to be clear that there has been a change in policy with change in the ruling dispensation in the State. While changes can be effected keeping in mind what the larger public interest warrants, extraneous considerations ought not to outweigh all other considerations of propriety, legality and fairness in administrative action. The decision-making process leading to the impugned order does not pass the test of judicial scrutiny on this count. We are conscious of the element of public interest involved in setting up of the Metro car shed on the subject land; at the same time, we cannot remain oblivious if a person is divested of its/his right in property without the authority of law.

30. We also find an attempt on the part of the Collector to conveniently not refer to the subsisting order of injunction in Suit No.6256 of 2005, yet, imposing a condition (which we have extracted *supra*) suggesting that the MMRDA would be bound by its decision. The ad-interim order of this Court, which has since been extended till disposal of the notice of motion, has been given a complete go-bye by the Collector. We do not wish to be harsh at this stage because all the materials are yet to be placed before us, but cannot desist from observing that the Collector's action of passing the impugned order in the manner he did does border on committing a 'fraud on power'.

31. Further, the application made by the MMRDA on which the Collector has passed the impugned order is yet not on record. We are left to guess whether the MMRDA disclosed therein that it had sought to intervene in Suit No.6256 of 2005 acknowledging that the subject land belongs to the Salt Department, that it requires such land for its use, that such attempt was unsuccessful and that it had agreed to transfer of the subject land by the UoI on permanent basis. If not disclosed, we cannot but deprecate the attempt of the MMRDA to steal a march over the UoI by withholding relevant information. At this stage, it does not appear from the impugned order of the Collector that the MMRDA's application disclosed all events and incidents of the past relating to its unsuccessful attempt to have possession of the subject land. We need to examine this point too once the pleadings are complete.

32. The decisions of the Supreme Court relied on by Mr. Kumbhakoni reiterates the settled law that an admission is the best piece of evidence but an admission can be explained by its maker. To what extent the admissions in the present case can be explained for not being acted upon is a question that could come up for consideration when the writ petitions

are finally heard. At the moment, we cannot discard the admissions from our consideration, far less turn a blind eye to the same, based on consideration of such decisions.

33. The common contention of Mr. Kumbhakoni and Dr. Sathe that the order dated September 30, 1996 of the OSD is of no effect has not impressed us. An order does not bear a stamp of invalidity on its forehead. It has to be declared void upon institution of proceedings in that behalf. Till this date, the order of the OSD remains a public order, which was publicly made and is effective till such time it is invalidated in appropriate proceedings upon a challenge being laid at the instance of an appropriate person. Also, it is settled law that a respondent in a writ petition cannot attack its own order. If any authority is required, we may usefully refer to the decision of the Supreme Court in State of Assam Vs. Raghav Rajagopalachari, reported in 1972 SLR 44 (paragraph 13).

34. We are also of the view that the order in Resident Association of Chincholi Bunder Area (*supra*) relied on by Dr. Sathe cannot be of any assistance for him since it cannot bind the UoI or the petitioner in WP-III, without it being shown that they were parties to the proceedings before the Supreme Court. The contents of the order does not show that the UoI or the petitioner in WP-III was a party to the proceedings before the Court.

35. These are our *prima facie* observations, upon consideration of materials placed and the events that have unfolded before us. Resting on the same, we hold the view that a very strong case for admission of WP-II and WP-III as well as for grant of interim relief has been set up, notwithstanding that a public project would be held up in view of the nature of relief that we propose to grant. However, the executive must take the blame for it for being careless in its approach.

36. There shall be Rule as prayed for in WP-II and WP-III, returnable in February, 2021. It is, however, made clear that the subject matter of WP-II and WP-III being confined to the subject land and not any property with which the respondent nos. 4 to 8 in WP-I and WP-II are concerned, such respondents shall stand discharged from the array of parties.

37. Reply affidavits be filed by the respective respondents by January 22, 2021; rejoinder affidavits thereto, if any, be filed by the respective petitioners by January 29, 2021.

38. We are also of the view that the petitioners in WP-II and WP-III are entitled to interim protection for the *prima facie* view and the reasons discussed above. There shall be interim order in terms of prayer clauses (h) and (i) of WP-II, reading as follows:

(h) That pending the hearing and final disposal of the Petition, this Hon'ble Court be pleased to stay the operation of the Order dated 01.10.2020 passed by the Respondent No. 10, Collector, MSD to transfer the possession of 102 Acres (41.28 Ha) of land from Survey No. 275 pt. (CTS No. 657-A) of village Kanjur MSD to the Respondent No. 11, MMRDA and consequent transfer made to Respondent No. 12;

(i) That pending the hearing and final disposal of the Petition, this Hon'ble Court may be pleased to pass a restraint order staying the

ongoing operations being carried out by the Respondent No.12, DMRCL on the site of the subject land;”

23. In “*Maharaja Dharmander Prasad Singh*”, a proposal for construction of a multi story building on the demised property was granted but the government in purported exercise of its powers under Section 41 (1) of U.P. Urban Planning and Development Act, 1973 cancelled the permission. The observations by the Hon’ble Supreme Court in paragraph nos. 30 and 31 are made in the context of an apprehension raised on behalf of the lessee and the builder that the State Government may attempt a resumption of possession by physical force. That was the time when the right to property was a fundamental right under Article 31 of the Constitution of India. The Hon’ble Supreme Court held that the expression “re-entry” in a lease deed does not authorize the lessor to resume possession through extra judicial method, and a lessee or the trespasser can be removed and dispossessed by following due course of law and not by an executive order. In “*Maharaja Dharmander Prasad Singh*”, the Hon’ble Supreme Court held that the possession can be resumed by the government only in a manner known to or recognized by law and not otherwise than in accordance with law. Pertinently, the order dated 16th December 2020 does not indicate that possession of the suit property was given to the MMRDA by use of force.

24. The Constitution of India requires the State to strive to promote the welfare of the people by securing and protecting the social order imbued with justice; social, economic and political. A lease contemplates a demise or transfer of a right to enjoy land for a term or in perpetuity in consideration of a price paid or promised or of money or a share of crops or services or other things. The general laws do not abhor a lease in perpetuity but, in our opinion,

the State is bound to act in manner so as to promote the public trust and it cannot act to the detriment to public interest. This seems to be the guiding object behind the Resolution dated 9th October 2013 of Ministry of Commerce and Industries published in the Gazette of India on 26th October 2013 whereunder the President has been pleased to approve that (i) the Central Government land will be leased out for salt manufacture for a period of 20 years by invitation of tender and; (ii) no renewal of lease will be done and fresh tender for the assignment of land for the salt manufacture will be called. This is the stand of the Union of India and the Government of Maharashtra that there is a settlement between them whereunder the Central Government agreed to allot the suit property to the Government of Maharashtra and the State Government has initiated the proceedings for change in land user. Consequently, the writ petition filed by the Union of India vide Writ Petition No.4769 of 2024 challenging the order dated 17th April 2023 was withdrawn on 5th May 2025. In "*Namdeo Lokman Lodhi*"⁷, the High Court held that no notice for determination of lease is required where the lease was executed prior to 1st April 1930. We may refer to "*Eswari Bai v. The Collector of Madras*"⁸ wherein the High Court held that there is no necessity for resuming a government land to resort to the civil Court and the lessee can be summarily evicted. "*Azim Ahmad Kazmi*"⁹ also provides some insight to the power of the Government by holding that a lessee of the government land can be dispossessed under the Government Grants Act, 1895 and without resorting to other proceedings under the law.

25. There is no dispute that the Indentures were for a period of

⁷ *Namdeo Lokman Lodhi v. Narmadabhai Keshoo Deo & Ors.* : AIR 1950 Bombay 123

⁸ *Eswari Bai v. The Collector of Madras*: AIR 1974 Madras 114

⁹ *Azim Ahmad Kazmi & Ors. Vs. State of Uttar Pradesh & Anr.*" (2012) 7 SCC 278

99 years commencing from 15th October 1917 and expired on 14th October 2016. The lessee may have a right to give notice for renewal of the lease but only upon due observance of the conditions under the lease. However, the renewal Clause (VI) (2) does not survive on termination of the lease on 2nd November 2004, and may still not revive upon a determination by the Civil Court that the termination order was illegal, arbitrary and wrong. There is no order passed in the suit or by this Court staying the operation of the order dated 2nd November 2004 by which lease deeds dated 16th February 1922 were terminated. The Government Notification dated 10th March 2021 revoked all reservations over 43.76 hectares land comprised under City Survey No.657A (part) and 857 (part) in Mouje Kanjur within Taluka Kurla and that area has been reserved for the Metro Car Depot, Casting Yard and other Metro uses. The development plan which was prepared under the Maharashtra Regional and Town Planning Act, 1966 made multiple reservations over the Arthur Salt Works and Jenkins Salt Works land and such reservations were not limited to the gardens, schools, playgrounds, hospitals etc. The revised Development Plan of the year 1991 also made several reservations thereon, such as, recreation grounds, regional training institute, public housing, retail market, municipal dispensary etc. It is stated that the sanctioned Development Plan, 2034 makes provisions for affordable housing, rehabilitation and resettlement, garden/parks, police station, fire station etc. For making changes in the reservation thereof, the Government of Maharashtra issued the said Notification dated 10th March 2021 under section 37(1AAA)(c) of the MRTP Act, 1966 and significant portions of the Arthur Salt Works and Jenkins Salt Works lands are included in the modified

reservation for the Metro Car Depot, Casting Yard and Metro uses; but that Notification is not under challenge.

26. There is a considerable force in the submission that a writ petition based on the purported violation of interim injunction granted by the Civil Court is not maintainable. The plaintiff who was the predecessor in interest of the petitioner instituted the suit to challenge the order dated 2nd November 2004 terminating the lease deeds made an application for renewal of the lease deeds and such application has been dismissed. The prayer made in Writ Petition No.471 of 2021 for restoring a *status-quo ante* is not maintainable on the ground of a violation of the order of interim injunction passed in Notice of Motion No.1246 of 2005. The allegation of violation of the interim order dated 16th October 2016 is not a ground to exercise the jurisdiction under Article 226 of the Constitution of India. The petitioner does not make any complaint in Writ Petition No.471 of 2021 that he was dispossessed from the subject properties by force or without following due process in law, changed his stand and took a position in Writ Petition No.5362 of 2024 that he is in possession of the subject properties. He has made incorrect statements and seeks to enforce his contractual right in the lease deeds which have already been terminated and lapsed. The change in the regime for allotment or lease of salt pan lands for manufacturing salt is a relevant consideration which cannot be overlooked and the new statutory regime contained in Resolution dated 9th October 2023 has been enforced by this Court in "*Jugalkishore R. Joshi*". This is also quite relevant that in the order dated 16th December 2020 passed by this Court there is no reference of any challenge to the jurisdiction of the Collector to pass the order dated 1st October 2020. The question of validity of

the order dated 17th April 2023 passed by the 2nd respondent-Collector on the ground that the Government of Maharashtra is not the owner of the subject properties is also no longer an issue.

27. In view of the aforesaid discussions, we do not find any merit in these writ petitions, and accordingly, Writ Petition Nos.5362 of 2024 and 471 of 2021 are dismissed.

28. All interim orders passed in these proceedings are vacated and Interim Application (L) No.31719 of 2025 and Interim Application No.408 of 2021 are disposed of.

[GAUTAM A. ANKHAD, J.]

[CHIEF JUSTICE]