

(2008) 03 BOM CK 0128

In the Bombay High Court

Case No : Writ Petition No. 2017 of 2003

Powai Panchsheel CHS and Others

APPELLANT

Vs

MHADA and Others

RESPONDENT

Date of Decision : 26-03-2008

Acts Referred:

Maharashtra Housing and Area Development (Disposal of Land) Rules, 1981 — Rule 10, 11, 12, 13, 6
Maharashtra Housing and Area Development Act, 1976 — Section 12, 12(2)
Maharashtra Housing and Area Development Board (Estate Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981 — Regulation 21A, 6, 7, 8

Citation : (2008) 3 ALLMR 371 : (2008) 3 BomCR 8

Hon'ble Judges : Nishita Mhatre, J;J.N. Patel, J

Bench : Division Bench

Advocate : Sanjeev Punalekar, instructed by PRS Legal, R.V. Kamath, Managing Committee in Writ Petition No. 2017 of 2003, Bhavana Shah, in Writ Petition No. 2528 of 2004, Sanjay Udeshi and Manesh Londhe, instructed by S. Udeshi and Co., R.K. Dhawan, in Writ Petition No. 2906 of 2006, for the Appellant; Vaibhav Joglekar and R.J. Mane, AGP., for Respondent No. 1, Bhavana Shah, for Respondent Nos. 10, 12 and 16, Anita Bhaktwani, for Respondent No. 5, Eknath Nawale, Director (Marketing) in Writ Petition No. 2017 of 2003, Vaibhav Joglekar and R.J. Mane, AGP. for Respondent No. 1, Asha Kapoor, Chief Promoter of Amey Co-op. Hsg. Soc., Eknath Nawale, Director (Marketing) in Writ Petition No. 2528 of 2004, Vaibhav Joglekar and R.J. Mane, AGP. for Respondent No. 1, Anita Bhaktwani, for Respondent No. 8, Eknath Nawale, Director (Marketing) in Writ Petition No. 2906 of 2006, for the Respondent

Final Decision : Dismissed

Judgement

J.N. Patel, J.—Heard the learned Counsel for the parties.

2. We propose to dispose of all these three writ petitions by common judgment and order as in all these petitions the petitioners are claiming right of allotment of flats in building No. 8 consisting of 47 flats which were constructed by Maharashtra Housing and Area Development Board (for short "the Board")

constituted under the Maharashtra Housing and Area Development Act, 1976 (for short "MHAD Act") under Powai Mass Housing Scheme.

3. During the years 1990-1995 the Board constructed a total of 1,924 flats (comprising of 1,673 non-deluxe flats and 251 deluxe flats) in various buildings forming part of the said project. By the time the project got completed there was a steep slump in the real estate market during the period 1994-95 which resulted in crashes in prices of real estate. In order to dispose of the flats the Board issued an advertisement of sale of flats in the said project at the rate of Rs. 2,995/-per sq. ft., but they could hardly sell only 123 flats at the said rate in accordance with the terms of the advertisement and by following the procedure prescribed under the Maharashtra Housing and Area Development (Estate Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981 (for short "the 1981 Regulations") and the Maharashtra Housing and Area Development (Disposal of Land) Rules, 1981 (for short "the 1981 Rules") which have been framed under the MHAD Act, 1976. The 1981 Rules were framed by the State Government whereas the 1981 Regulations have been made by the MHADA with the previous sanction of the State. If necessary, we will quote the Rules and Regulations at appropriate places in our judgment.

4. During the period June 1995 to May 2002, the Board tried to dispose of the remaining flats by issuing at least 8 advertisements in various newspapers and even appointed real estate agents for the said purpose. But they could succeed only in selling additional 1,597 flats and 327 flats remained unsold. As required under the Rules and Regulations of 1981, the State Government has a right to give directions in respect of the allotment of 2% of the flats of all the 251 deluxe flats in the Scheme which were kept out of the scope of the advertisement. But it so happened, due to inadvertence, all the 251 deluxe flats were advertised. The error was rectified after it was realised by the Board and, therefore, they allotted two flats out of the said 251 flats as per the directions issued by the State Government and are required to reserve three flats from out of the balance 47 flats in Building No. 8 in Code No. 162 which relates to 251 deluxe flats for allotment as per the directions of the State Government and, therefore, the actual number of flats available for disposal were $47 - 3 = 44$ in Building No. 8 in Code No. 162.

5. On 26.2.2002, MHADA took a decision under its statutory powers to reduce the price per sq. ft. of the unsold flats and published a fresh advertisement for sale of flats at various other locations including 251 deluxe flats in the Powai project at the rate of Rs. 2,200/-per sq. ft. on the terms and conditions given in the booklet which was on the basis of

"First come, first served". The Scheme published under the booklet clearly provided:

(i) the provisions of the 1981 Rules and the 1981 Regulations as also the terms as may be decided by MHADA depending on the prevalent position would be

applicable to the sale of the said flats;

(ii) the contents of the booklet were only indicative and not exhaustive and would be subject to provisions of the 1981 Rules and the 1981 Regulations. In spite of the advertisement dated 26.2.2002, MHADA did not get any substantial response.

6. On 11.8.2002, Mr. A.K. Nandi, (the original Petitioner No. 2 in W.P. No. 2017 of 2003) applied to MHADA for allotment of 1 flat, but did not pursue the application and joined The Powai Panchasheel CHS (Proposed) i.e. The Petitioner No. 1 in W.P. No. 2017 of 2003. During the pendency of the petition Mr. Nandi has withdrawn himself as he does not want to continue to pursue the petition and sought deletion of his name as Petitioner No. 2. On 10.2.2003, 11.2.2003 and 12.2.2003, 3 proposed Housing Societies who are Respondent Nos. 4, 5 and 6 in W.P. No. 2017 of 2003, made an application for allotment of 500 flats in the said project. On 25.2.2003, MHADA considered the offers of these three proposed co-operative housing societies i.e. Respondent Nos. 4, 5 and 6 and found that if the offers are accepted it will enable MHADA to sell the remaining stock of unsold flats in the said project at Powai which were lying unsold for eight years from the year 1995 at one go and that such decision will be commercially expedient and, therefore, the Board passed resolution No. 16 / 2402 wherein it was decided to offer the flats demanded by respondent Nos. 4, 5 and 6 in bulk booking. It was placed before MHADA for approval. On 3.3.2003, the Petitioner No. 1 i.e. Powai Panchasheel CHS (proposed) in Writ Petition No. 2017 of 2003 (for short "PPCHS") appears to have approached Kamath Construction & Estate Agents (for short "Kamath") for purchase of the flats in Building No. 8 having 51 flats and requested the Director Marketing, MHADA, to inform it about the lowest quotation for the said flats and to send the letter of intent. On 10.5.2003, MHADA in its meeting resolved and confirmed the resolution of the Board dated 25.2.2003 with certain modification and making the terms and conditions more stringent by incorporating them in the resolution including the condition of forfeiture of 10% of sale price in the event of default in payment of the purchase price within the stipulated time by respondent Nos. 4, 5 and 6 and confirmed the decision to sell the flats to respondent Nos. 4, 5 and 6 vide its Resolution No. 5913 dated 10.5.2003 pursuant to which the Board on 1.7.2003, issued letters of intent to respondent Nos. 4, 5 and 6. On 2.7.2003, respondent Nos. 4, 5 and 6 accepted the letters of intent pursuant to which on 9.7.2003 the Board issued offer letters to respondent Nos. 4, 5 and 6 incorporating the terms and conditions of allotment which were accepted by respondent Nos. 4, 5 and 6 by their letter dated 10.7.2003. Acting upon the said offer which was accepted by the Society, Pradeep Kumar Das & Ors (Petitioners in W.P. No. 2528 of 2004) tendered a sum of Rs.25,000/- to Shree Amey CHS (for short "Shree Amey") (Respondent No. 5 in W.P. No. 2017 of 2003) on 31.7.2003. It appears that on coming to know of the said transaction between MHADA and Shree Amey, the Petitioner No. 1 PPCHS, filed Writ Petition No. 2017 of 2003 challenging the said allotment in favour of respondent Nos. 4, 5 and 6. Somewhere between July and

September, 2003, Shree Amey paid E.M.D of Rs. 25,000/-for each flat along with the application for 21 members. Thereafter, on completion of the pleadings at pre-admission stage on 24.11.2003, this Court issued rule in Writ Petition No. 2017 of 2003 and passed an interim order against Respondent No. 5 Shree Amey and Respondent Nos. 4 and 6 came to be deleted from the said petition. It was the case of the petitioners that in the event of their succeeding in the petition, all 47 flats will be purchased by them. At that stage, the interim order did not preclude MHADA from re-advertising the flats. On 25.3.2004, 12 individual members of Shree Amey sought to be joined as party respondents and for vacating interim order dated 24.11.2003. On 16.4.2004, when the said matter was taken up for consideration, a statement was made by the learned Counsel for MHADA as well as for the Board that they would cancel the allotment in favour of Shree Amey and accordingly on 19.3.2004 MHADA cancelled the allotment of 47 flats in favour of Shree Amey and released a fresh advertisement for sale of the said 47 flats on 21.4.2004 subject to out-come of Writ Petition No. 2017 of 2003, particularly relating to the said 47 flats in Building No. 8 having Code No. 162 which was the subject matter of the aforesaid writ petition. On 22.4.2004, this Court passed an order in Chamber Summons No. 92 of 2004 allowing it in terms of prayer Clause (a) thereof and directing that in case MHADA received any offer pursuant to the advertisement, the offer shall not be accepted without prior permission of the Court. Pursuant to the said order, PPCHS carried out the amendment to Writ Petition No. 2017 of 2003 and joined the applicants as party respondents. Aggrieved by the cancellation of the allotment order in their favour, Pradeep Kumar Das and 7 other members of Shree Amey filed Writ Petition No. 2528 of 2004 on 19.7.2004. In the meantime, in August, 2004, Mr. Raman Kumar Dhawan (Petitioner in W.P. No. 2906 of 2006) and 10 others applied in response to the advertisement. Out of them Mr. Raman Kumar Dhawan only filed Writ Petition No. 2906 of 2006 challenging MHADA's action of not allotting him flat despite making payment of E.M.D. in the year 2006.

7. Mr. Sanjeev Punalekar appearing for PPCHS, (Petitioner No. 1 in W.P. No. 2017 of 2003) submitted that the Respondent MHADA ignored the offer of Petitioner Nos. 1 to 3 who fulfilled the eligibility criteria set out by the Respondent No. 1 and had applied for allotment of specific flats after taking inspection of the said flats through real estate agent appointed by MHADA i.e. M/s. Kamath Construction & Estate Agents whereas respondent Nos. 3 and 4 had applied directly to the Director, Marketing of Respondent No. 1. It is submitted that the Respondent No. 2 in order to ensure that all necessary formalities were completed as per the requirements of the respondent Board, even addressed a letter dated 3.3.2003 (which is annexed as Exhibit "F" to the petition) to the Director, Marketing, MHADA, Mumbai relating to their booking of flats in Building No. 8 at Powai wherein it has been clearly stated by the Chief Promoter of the petitioner society that they have approached M/s. Kamath Constructions & Estate Consultants, who are official property agents of MHADA for booking flats and that

they have taken inspection of the property and proposed to book the flats and, therefore, they should be informed of their lowest quotation for the said property and arrange to let them have their letter of intent along with their terms and conditions so as to enable them to proceed further in the matter. Similarly, M/s. Kamat Constructions and Estate Consultants also by their letter dated 3.3.2003, addressed to the Vice President of MHADA requested to consider their application on behalf of PPCHS to process the application so that they will make necessary arrangement to make E.M.D. payment at an early date. This, according to the learned Counsel for the petitioner, creates a right in the petitioner to be preferred allottee as per the scheme of allotment advertised by MHADA i.e., on the basis of advertisement dated 26.2.2002 which clearly stated that the sale of certain vacant tenements by respondent will be made on "First come, First served" basis and which consisted the 250 deluxe tenements of 893 sq.ft., having Project Code No. 162. It is the contention of the learned Counsel for the petitioner that inspite of approaching MHADA through their said agent and also by addressing a letter to them, MHADA ignored their claim and proceeded to allot the flats in favour of respondents Nos. 4, 5 and 6. It is submitted that the said allotment of flats in favour of respondent Nos. 4, 5 and 6 was contrary to the rules and regulations and the resolution was passed for extraneous consideration in favour of respondent Nos. 4, 5 and 6 to the extent that the flats were offered at concessional rate than the rate quoted in the advertisement.

8. It is submitted by the learned Counsel for the petitioners that MHADA having cancelled the allotment of flats in favour of Shree Amey, they have to consider the claim of the Petitioner in preference to that of Shree Amey as they were the first to approach MHADA as per the advertisement and the scheme of "First come, first served" basis.

9. On the other hand, it is the contention of the learned Counsel appearing for these respondents in Writ Petition No. 2017 of 2003 i.e. Shree Amey and petitioners in Writ Petition No. 2528 of 2004 that there is a valid and subsisting contract between Shree Amey and MHADA and its Board as Shree Amey was ever willing to perform their part of the contract and have been always ready and willing to perform their part of the obligation under the said contract as laid down in the provisional offer letter by respondent MHADA and its Board and that as MHADA has accepted EMD from them, they created substantial right in favour of Shree Amey in respect of the flats in Building No. 8 and for that reason no other person including the PPCHS have any right in law to defeat and deprive members of Shree Amey Cooperative Housing Society from being allotted the flats in question in terms of the agreement. The learned Counsel appearing for Shree Amey does not dispute the terms and conditions of the scheme which was floated but submitted that it is Shree Amey whose offer was first received and accepted by MHADA and its Board. Having acted upon their offer, the decision of MHADA to cancel the allotment of flats in their favour which is impugned in the petition filed by them i.e. W.P. No. 2528 of 2004 deserves to be quashed and set aside. It is further submitted that it is only after MHADA/Board issued letters of intent to

them on 1.7.2003 which were accepted by them on 2.7.2003 itself pursuant to which the Board issued offer letters to Shree Amey on 9.7.2003 which was accepted by them by their letter dated 10.7.2003. The petitioners came to this Court challenging the said allotment in favour of Pradeep Kumar Das & others, (the petitioners in W.P. No. 2528 of 2004) who have not joined Shree Amey, respondent No. 5 in Writ Petition No. 2017 of 2003, as respondent. It is contended that when PPCHS filed the petition in August, 2003 i.e. Writ Petition No. 2017 of 2003, they did not disclose to the Court the true and correct copy of MHADA resolution No. 5913 dated 10.5.2002 which was under challenge in the said petition and it was only brought on record by the Board by their additional affidavit filed in December, 2007. This rather shows malafides on the part of the PPCHS. It is submitted that it is due to the observations made by the Court while granting interim relief that MHADA and the Board took a decision to cancel the allotment in favour of Shree Amey and proceeded to release fresh advertisement which as per the directions issued by the Court was subject to the decision of the petition. It is, therefore, contended that the impugned decision dated 19.4.2004 in the petition filed by Pradeep Kumar Das and others including Shri Amey in W.P. 2528 of 2004 deserves to be quashed and set aside.

10. It is submitted by the learned Counsel for Shree Amey, i.e. the petitioners in Writ Petition No. 2528 of 2004, that if the Court finds that any concession was given to them by MHADA, which, according to them, was in consonance with the Rules and Regulations of 1981, the petitioners i.e. Shree Amey and others, are ready to accept the offer in terms of the advertisement in so far as it relates to the price quoted in the advertisement is concerned. It is submitted that Shree Amey CHS and the lone claimant, who has entered the arena after MHADA cancelled the allotment in favour of Shri Pradeep Kumar Das and Shree Amey i.e. Mr. Raman Kumar Dhawan (the petitioner in Writ Petition No. 2906 of 2006) have entered into a compromise which they have tendered as consent terms as Shree Amey has agreed to accommodate Mr. Raman Kumar Dhawan in their society and, therefore, as there is no merit in the petition filed by PPCHS, the petition deserves to be allowed and the respondent MHADA and the Board be directed to accept their proposal, even on the revised terms and conditions. Shree Amey has tendered an undertaking accordingly to this Court and has also agreed to pay interest so as to compensate MHADA from the period this Court granted an order of stay of allotment in their favour so as to safeguard the interest of MHADA.

11. It is submitted by the learned Counsel Shri Joglekar, appearing for respondent MHADA and Board that in so far as they are concerned, they would abide by the decision of this Court in the matter and on taking instructions they have no objection to accept the offer made by Shree Amey.

12. The key issue which arises for our determination is whether the petitioner PPCHS (petitioner No. 1 in Writ Petition No. 2017 of 2003) have entered into a concluded contract on the date of filing of the petition so as to entitle them for preferential allotment of flats in the scheme.

13. We find that the petitioners i.e. PPCHS are more aggrieved by the resolution No. 5913 dated 10.5.2003 than their right to claim flats in the scheme as according to them they were not even considered for being allotted the flats for which they were first to apply through Kamath who is the approved real estate agent representing the Board. On the other hand, what we find is that in the alternative they have sought that the scheme should be re-notified and advertised by quashing the impugned resolution No. 5913 dated 10.5.2003 in the manner provided by Regulations 7 and 8 of the Regulations of 1981 to enable the individuals / group of individuals / co-operative housing societies, as the case may be, to apply for fresh allotment in open, transparent and equivalent manner.

14. Part III of the Rules of 1981 deals with disposal of tenements and Rules 11 and 12 provide as under:

11. Manner of disposal of tenements in buildings constructed by the Authority.-

[(1) The Authority may dispose of

(a) residential tenements in the building constructed by it on any of the following basis namely:

(i) out-right sale,

(ii) hire-purchase,

(iii) rental; and

(b) ...

(2) The Authority shall lay down the manner in which the sale price, the hire-purchase installment of the rent is to be determined.

12. All disposal to be by public notice.-(1) As soon as any residential tenements in a scheme are ready for disposal, either on account of new construction, completed or proposed; or on account of vacancies caused in the existing tenements, the Authority shall invite applications by a notice to be published in a manner laid down by the Authority;

[Provided that such a notice may not be published if there is in force a waiting list of applicants for that scheme in respect of the same group of tenements prepared in pursuance of the provisions in the regulations made in that behalf.]

(2) ...A plain reading of the Rules clearly provides that MHADA as well as the Board are authorised to dispose of residential tenements in the building constructed by it on any of the following basis:

(i) out-right sale;

(ii) hire-purchase and rental. As we are not concerned with the commercial tenements, we have not referred to the said provision applicable to commercial tenements.

Rule 12 provides that all disposal is to be made by public notice and Sub-section (1) of Section 12 clearly provides that residential tenements in a scheme are ready for disposal, they are to be disposed of by inviting applications by a notice to be published in the manner provided by the Authority. It is only when there is in force a waiting list of applicants for that scheme in respect of the same group of tenements prepared in pursuance of the provisions in the regulations made in that behalf that such a notice is not to be published.

15. In the present case, it is not disputed by the parties that MHADA and the Board have made repeated efforts to dispose of the flats in the scheme but due to recession there was no response to the scheme and, therefore, they came up with a proposal to dispose of the residential tenements on First come, First served" basis.

16. Regulations of 1981 Part III consisting of Regulations 6 to 21-A deals with allotment of residential tenements. Rules 6 to 13 make provisions for procedure for allotment, notice inviting applications for allotment of tenements, receipt of application, application for tenement, verification of application, drawal of lots, determination of eligibility, procedure in cases of previous assessment and allotment of tenements, etc. Regulation 14 deals with re- notification of vacancies. Regulations 14A, 15 and 16 read as under:

14A. Special provision for disposal of tenements in certain circumstances.

If even after renotification of vacancies as provided in Regulation 14 there is no adequate response and demand for tenements in any particular scheme such of the tenements as can not be so disposed of must be disposed of on the "first served" basis or in any other manner determined by the Authority from time to time.

15. The variation of the price of tenements. The price at which the tenements are offered under a scheme could vary amongst the allottees as in certain cases considerable time may have elapsed from the time of advertisement till the actual allotment.

16. Allotment of tenements by Board on direction of State Government.

(1) Notwithstanding anything contained in these Regulations but subject to the provisions of Clauses (2) and (3), the Board may allot may tenements in any building to any person according to the direction of the State Government; Provided that tenements already advertised for allotment for members of the public shall not be so allotted.

(2) The number of tenements to be so allotted shall be restricted to the extent of 2 per cent of the total number of tenements in buildings, the tenements in which are notified for the first time, by issuing advertisement or otherwise, for disposal in accordance with the provisions of these regulations in the year under each of the Economically Weaker Section, Lower income Group, Middle Income Group and Higher Income Group category under any of the tenements earmarked

earlier for it for a category under any scheme in any city, town or area under this Regulation and direct the Board to allot in lieu thereof a tenement in the same category in any other scheme in the same city, town or area if it is still available for allotment to any person intimated by the State Government.

(3) The tenements in any scheme remaining unallotted even after the issue to two advertisements as provided in these Regulations shall be deemed to be available for the purposes of this Regulation and may, if so directed by Government, be allotted by the Board to Government nominees, within the quota specified in Clause (2).

17. In the aforesaid circumstances, let us examine the rights of the parties which are agitated in these petitions for allotment of the subject flats in the same scheme. It is quite clear that PPCHS had not made any specific offer to MHADA which is evident from their own letter and letter written on their behalf by Kamath, the real estate agent. At the best this correspondence can be considered as a query with MHADA/ Board. In our view, a mere query by a party does not constitute a "proposal" under the Contract Act because on going through both the letters it is quite clear that the petitioner PPCHS does not signify to the respondent MHADA or its Board to do or to abstain from doing anything with a view to obtain assent and there was no question of MHADA signifying its assent thereto. On the other hand, the letter clearly signifies, particularly the one written by the Chief Promoter of the Petitioner PPCHS on 3.3.2003 addressed to Director, Marketing of MHADA, as under:

Please be kind enough to let us have your lowest quotation for the said property and arrange to let us have your letter of intent along with your terms and conditions, so as to enable us to proceed further in the matter.", which cannot be considered as a proposal. Even the letter written by Kamath to MHADA on the same day, refers after specifying their performance as official property agents of MHADA since March/April, 2001, "to please consider our application for Powai Panchasheel C.H.S. (Proposed) requirements and allot the flats so as to enable us to arrange to make the E.M.D., payment at an early date." If these two letters are read conjointly, they do not make a proposal. On the other hand, what we find is that the petitioners in Writ Petition No. 2528 of 2004 not only made a proposal to respondent MHADA/Board, but, their proposal was accepted by the Board and the proposal when accepted becomes a promise and the parties went ahead to the extent that MHADA/Board resolved to allot flats to them which was approved by MHADA under its impugned resolution. Merely because some concession was given in the base price, does not make the acceptance illegal as it was well within the powers vested in MHADA under the Rules and Regulations of 1981. To reduce the price and particularly when this decision was taken during a period when the real estate was having a slump and there were no buyers available and MHADA thought it fit to allot the flats to these persons at such a concession for which MHADA and its Board have given reasons in the resolution. We do not think that this can be said to be malafide or in breach of any

subsisting contract with third party including PPCHS as on the date the said offer was acted upon and the proposal was accepted by MHADA, there was no proposal which existed on behalf of PPCHS or Kamath. On this count alone, PPCHS is not entitled to any relief sought in their petition.

18. We are of the view that the decision of MHADA to cancel the allotment of the petitioners Pradeep Kumar Das and others i.e., the petitioners in Writ Petition No. 2528 of 2004 which is impugned in their petition by their communication dated 19.4.2004 addressed to Smt. Asha S. Kapoor, the Chief Promoter of Shree Ameya Co-op. Housing Society (Proposed) cannot be justified as it was done on misconstruing the interim order passed by this Court on 24.11.2003 which only directed the parties to maintain status quo position regarding the 47 flats in building No. 8 of Code No. 162. Merely because the Court gave liberty to MHADA/ Board, for re-advertising flats in question which was with a rider that it will be subject to the decision of the petition, does not entitle MHADA to revoke a concluded contract unless it was otherwise found to be void. On the other hand, the impugned decision to cancel the allotment of flats to Shree Amey was unilateral and without giving them opportunity of hearing and hence invalid.

19. Therefore, we dismiss Writ Petition No. 2017 of 2003, allow Writ Petition No. 2528 of 2004 and Writ Petition No. 2906 of 2006 in terms of prayer Clause (a) subject to the terms and conditions which are accepted as an undertaking mentioned in the affidavit dated 20.2.2008 filed by Smt. Asha S. Kapoor, the Chief Promoter of Shree Amey Co-operative Housing Society and the consent terms tendered by the petitioner Raman Kumar Dhawan and Respondent No. 8 i.e. Smt. Asha S. Kapoor, as Chief Promoter of Shree Amey Cooperative Housing Society (Proposed). Rule is made absolute accordingly. No order as to costs.

20. After we pronounced the judgment in all the three writ petitions, Mr. Rajeev Pande, the learned Counsel appearing for the petitioners in Writ Petition No. 2017 of 2003 which has been dismissed by this Court, seeks stay to the effect and operation of our judgment and order for a period of four weeks to enable them go to the Supreme Court. In the given facts situation, we are inclined to protect the interest of the petitioners in Writ Petition No. 2017 of 2003 for a period of four weeks by directing the respondent MHADA/Board to accept the payment from the petitioners in Writ Petition No. 2528 of 2004 and Writ Petition No. 2906 of 2006 subject to the orders which may be passed by the Apex Court in case the petitioners file SLP in the matter within the stipulated period and seek appropriate orders. On the expiry of the period of four weeks the condition imposed by this Court would stand vacated. Further, we direct the petitioners in Writ Petition No. 2017 of 2003 that in case they file a SLP and move the Supreme Court for seeking any interim order, they will give 72 hours notice in advance to the petitioners in Writ Petition No. 2528 of 2004 and Writ Petition No. 2906 of 2006.