



**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

**Civil Appeal No. _____ / 2025
(Arising out of Special Leave Petition (C) No. 15454 / 2024)**

Saldanha Real Estate Private LimitedAppellant(s)

versus

Bishop John Rodrigues and othersRespondent(s)

with

**Civil Appeal No. _____ / 2025
(Arising out of Special Leave Petition (C) No. 15711 / 2024)**

Shri Kadeshwari CHS Ltd (proposed)Appellant(s)

versus

Bishop John Rodrigues and othersRespondent(s)

with

**Civil Appeal No. _____ / 2025
(Arising out of Special Leave Petition (C) No. 16209 / 2024)**

The Slum Rehabilitation Authority and anotherAppellant(s)

versus

Bishop John Rodrigues and othersRespondent(s)

JUDGEMENT

SURYA KANT, J.

Leave granted.

2. The dispute under consideration in these Civil Appeals concerns the validity of the acquisition of a portion of land located at CTS No. B-960 in Village Bandra, Taluka Andheri, Mumbai, measuring 1,596.40 sq. m. **(Subject Land)** under the Maharashtra Slum Areas (Improvement,

Clearance and Redevelopment) Act, 1971 (**Slums Act**). The High Court of Judicature at Bombay (**High Court**), *vide* the Impugned Judgement dated 11.06.2024, has: (**i**) allowed the writ petition filed by the landowner, declaring the acquisition void; and (**ii**) directed the Slum Rehabilitation Authority (**SRA**) to consider the proposal of the landowner for redevelopment. The instant appeals have thus been preferred by the proposed housing society of slum dwellers, the developer selected by the said society, and the SRA.

3. The instant appeals involve an in-depth analysis of the text as well as the legislative policy behind Chapter I-A of the Slums Act, specifically regarding the rights of landowners to redevelop a Slum Rehabilitation Area (**SR Area**) and the corresponding duties of the SRA. At the outset, we note that by a judgement of even date, titled **Tarabai Nagar Co-Op. Hog. Society (Proposed) v. The State of Maharashtra and others**,¹ a 2-Judge Bench of this Court, including one of us (Surya Kant, J.), has dealt with a substantial part of the arguments raised in these appeals. The Bench, therein, upheld the decision of another Division Bench of the High Court in **Indian Cork Mills (P) Ltd. v. State of Maharashtra**,² laying down that: (**i**) the private owner of a Slum Rehabilitation Area has a preferential right to develop it; (**ii**) as part of this right, the owner must be notified and invited to undertake such redevelopment; and (**iii**) without such notice being issued and such right being extinguished, it

¹ Supreme Court of India, Civil Appeal arising out of Special Leave Petition (C) No. 19774 of 2018, judgement dated 22.08.2025.

² 2018 SCC OnLine Bom 1214.

would be untenable for the State or the SRA to acquire the land under Section 14.

4. The legislative interpretation we are tasked with undertaking in these appeals has largely been addressed by the Bench in ***Tarabai (supra)***. Having previously examined the law regarding the questions answered therein, this Court does not need to revisit the analysis of the Slums Act. The only remaining issue for us to consider through this judgement is the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) (Amendment) Act, 2017 (**2018 Amendment**).

A. LEGISLATIVE SCHEME

5. The legislative scheme of the Slums Act prior to the 2018 Amendment has already been detailed extensively in ***Tarabai (supra)***.³ However, before delving into the facts of this case, it would be apposite to first explore the impact of the said Amendment on the slum rehabilitation framework envisaged in Chapter I-A of the Slums Act.
6. The Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) (Amendment) Act, 2017, which came into force on 26.04.2018, was enacted to improve the practical implementation of the Slums Act and to expand the scope of slum rehabilitation. It introduced various improvements, both significant and minor, into the legislative framework for slum rehabilitation.

³ See Paragraphs 5 to 38 of ***Tarabai (supra)***.

7. Section 3B is one of the key areas where such a change was implemented.⁴

7.1. In sub-section (1), the Legislature introduced the ability for the SRA to amend an already operative General Slum Rehabilitation Scheme (**General SR Scheme**).

7.2. Further, the provisions which, prior to the Amendment, were included in sub-section (4),⁵ namely, the matters which shall be provided for in the General SR Scheme, have now been relocated to sub-section (5). While the scheme itself and its tenor remain unchanged, the scope of these matters has been broadened. For example, provisions for compensation in lieu of transit accommodation, as well as for the grant of tenements to non-protected occupiers, were introduced. Most notably, the Legislature has amended the stakeholders specified in Clauses (c) and (g) (which correspond to Clauses (c) and (e), respectively, before the 2018 Amendment) from ‘landholders and occupants’ to ‘owners, landholders and occupants’. It is worth noting that although the term ‘owner’ was already defined in Section 2(f) of the Slums Act,⁶ it has been included in the procedure for Slum Rehabilitation Schemes (**SR Schemes**) only after the 2018 Amendment.

7.3. In its place, a new sub-section (4) has been added, stipulating that the General SR Scheme shall be deemed to be ‘Development Control

⁴ For pre-2018 Amendment version, see Paragraph 19 of *Tarabai (supra)*.

⁵ See Paragraph 19 of *Tarabai (supra)*.

⁶ See Paragraph 7 of *Tarabai (supra)*.

Regulations' under the Maharashtra Town Planning Act, 1966 for an SR Area and clarifying that the General SR Scheme shall prevail over any other Development Control Regulations in force, such as the Development Control and Promotion Regulations for Greater Mumbai, 2034 (**DCPR 2034**).

7.4. For complete clarity, the relevant portion of the amended version of Section 3B is reproduced below:

“3B. Slum Rehabilitation Schemes. – (1) *The Slum Rehabilitation Authority concerned, with the previous sanction of the State Government, shall prepare or amend the general Slum Rehabilitation Scheme for the areas specified under sub-section (1) of section 3A, for rehabilitation or relocation of protected occupiers and other occupiers of the building in such areas.*

[xxxx]

(4) The general Slum Rehabilitation Scheme published under sub-section (3) shall be deemed Development Control Regulations under the provisions of Chapter III of the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966), for the said area and the provisions of the general Slum Rehabilitation Scheme shall prevail over the Development Control Regulations, published under the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966).

(5) The Slum Rehabilitation Scheme so notified under sub-section (3) shall, generally lay down the parameters for declaration of any land as the Slum Rehabilitation Area and indicate the manner in which rehabilitation of the occupants of the area declared as Slum Rehabilitation Area shall be carried out. In particular, it shall provide for all or any of the following matters, that is to say,-

[xxxx]

(c) provision for obligatory participation of the owners, landholders and occupants of the land declared as the Slum Rehabilitation Area under the approved Slum Rehabilitation Scheme in the implementation of such Scheme;

(d) provision relating to transit accommodation or entitlement of compensation in lieu of transit accommodation to the slum dwellers pending development of the Slum Rehabilitation Area;

(e) provision relating to allotment of tenements either in-situ or otherwise, on development free of cost to the protected occupiers of the building in such Slum Rehabilitation Area;

(f) provision relating to allotment of tenements either in-situ or otherwise, on ownership or on rent, to the other non-protected occupiers up to the 1st January 2011, subject to the availability of tenements as per the terms and conditions and guidelines so

notified in the Official Gazette, by the Chief Executive Officer with the prior approval of the State Government;
(g) scheme for development of the Slum Rehabilitation Areas under the Slum Rehabilitation Scheme by the landholders and occupants by themselves or through a developer and the terms and conditions of such development; and the option available to the Slum Rehabilitation Authority for taking up such development in the event of non-participation of the landholders or occupants;
[xxxx] ”

8. The process for declaring land as an SR Area under Section 3C(1) was also augmented.⁷ Following the amendment, the CEO must provide the owners and other stakeholders a 30-day notice and an opportunity to be heard before issuing a reasoned order. Only then can the CEO declare the land an SR Area (**Section 3C(1) Declaration**). However, the method of publication/publicity of the Section 3C(1) Declaration remains unchanged. For reference, the text of the amended Section 3C(1) is provided below.

“3C. Declaration of a slum rehabilitation area. – (1) As soon as may be, after the publication of any Slum Rehabilitation Scheme, the Chief Executive Officer on being satisfied about the circumstances in respect of any land, whether or not previously declared as slum area, justifying its declaration as the Slum Rehabilitation Area which may include community economic activity area, for implementing the Slum Rehabilitation Scheme, shall after giving the land owners, including any public authorities or local bodies under the State Government constituted under any law enacted by the State Legislature, thirty days notice and after giving a reasonable opportunity of being heard, by an order published in the Official Gazette, and thereafter within forty-five days, declare such land to be a “Slum Rehabilitation Area”. The order declaring the Slum Rehabilitation Area (hereinafter referred to as “the slum rehabilitation order”), shall also be given wide publicity in such manner as may be specified by the Chief Executive Officer of the Slum Rehabilitation Authority. Thereafter, notwithstanding anything contained in any law for the time being in force, in such Slum Rehabilitation Area, the permission or the No Objection Certificate of the land owning authority or agency shall not be required: Provided that, only in respect of any land which is required for Vital Public Project purpose, as per orders of the State Government and where the State Government either directly or through any public

⁷ For pre-2018 Amendment version, see Paragraph 20 of **Tarabai (supra)**.

authority has undertaken the responsibility of relocation and rehabilitation of the protected and other occupiers of the building, then the Chief Executive Officer shall, exclude the land required for Vital Public Project from the Slum Rehabilitation Area and issue an order to omit such land from the Slum Rehabilitation Area. Where the State Government either directly or through any public authority has undertaken the responsibility of relocation and rehabilitation of the protected and other occupiers of the building, such public authority shall prepare the Scheme of such rehabilitation or relocation and get it approved by the Chief Executive Officer within the period specified in the Scheme which shall not be more than ninety days.

(2) Any person aggrieved by the order of the Chief Executive Officer may, within thirty days of the publication of such slum rehabilitation order, prefer an appeal to the Apex Grievance Redressal Committee. The decision of the Apex Grievance Redressal Committee in such appeal shall be final.

(3) On the completion of the Slum Rehabilitation Scheme, the Slum Rehabilitation Area shall cease to be such area.”

9. Substantial changes were also made to Section 3D, which, *inter alia*, modifies Sections 13 and 14 for their applicability to Chapter I-A of the Slums Act.⁸

- 9.1. Sub-clause (iii) of Clause (c) of this Section describes the applicability of Section 13 to an SR Area. Through the 2018 Amendment, significant changes have been made to the text of the provision. For reference, Section 13, as it would apply under Chapter I-A after the amendment, reads as follows:

“13. Power of Slum Rehabilitation Authority to develop Slum Rehabilitation Area. – (1) Notwithstanding anything contained in sub-section (10) of section 12, the Chief Executive Officer shall, after any land has been declared as the Slum Rehabilitation Area, including community economic activity area, if the owners, landholders or occupants of such land do not come forward within a reasonable time, which shall not be more than one hundred and twenty days, required for relocation and rehabilitation of protected and other occupiers justifying with the Slum Rehabilitation Scheme for redevelopment of such land, by order, determine to redevelop such land by entrusting into any agency or other developer for the purpose.

⁸ For pre-2018 Amendment version, see Paragraphs 27 and 28 of **Tarabai (supra)**.

(2) Where on declaration of any land as Slum Rehabilitation Area, the Chief Executive Officer is satisfied that, the land in the Slum Rehabilitation Area has been or is being developed by the owners, landholders or occupants or developers in contravention of the plans duly approved, or any restrictions or conditions imposed under sub-section (10) of section 12, or in contravention of any provision of any Slum Rehabilitation Scheme or any condition specified in the approval or has not been developed within the time, as specified under such conditions of approval, he may, by order, determine to develop the land declared as Slum Rehabilitation Area by entrusting it to any agency or the other developer recognized by him for the purpose.

(3) The agency or the other developer so appointed shall within a period of forty-five days of the order of the Chief Executive Officer, be required to deposit an amount of compensation payable to the outgoing landowners or occupants or developers, as the case may be, for expenditure incurred by them on payment made to any public authority, local bodies for receiving approvals for the Slum Rehabilitation Scheme and construction of rehabilitation tenements as determined by the Chief Executive Officer:

Provided that, such compensation shall not be payable by the agency appointed by the Chief Executive Officer, for any expenditure incurred towards construction to meet conditional obligations made to any third party by the landowners or occupants or previous developers, as the case may be. The Chief Executive Officer before passing such order shall obtain report from approved valuer independently appointed on his behalf and by the concerned parties to the proceeding before the Chief Executive Officer:

Provided further that, before passing such order by the Chief Executive Officer, the concerned landowner or occupant or developer, as the case may be, shall be given a reasonable opportunity of being heard and time which shall not be more than thirty days of showing cause why the order should not be passed:

Provided also that, an appeal, if any, against the order of the Chief Executive Officer shall be filed before the Apex Grievance Redressal Committee and order of the Apex Grievance Redressal Committee shall be final and binding on all the parties.”

- 9.2.** With this amendment, the notion of ‘reasonable time’ in sub-section (1) has been qualified with the phrase, “**which shall not be more than one hundred and twenty days.**” Previously, no such qualification was provided for. Additionally, the pre-condition under sub-section (1) has changed from ‘**come forward ... with a scheme for redevelopment**’ to ‘**come forward ... for redevelopment of such land**’.

9.3. Notably, when the 2018 Amendment was originally introduced, the final *proviso* in Section 13 referred to the Grievance Redressal Committee (**GRC**). However, in 2023, with a retrospective amendment, this body was renamed as the Apex Grievance Redressal Committee (**AGRC**).⁹

9.4. Although the amendment has kept the procedure for land acquisition under Chapter I-A untouched, it would be prudent for us to reproduce Section 14, as it applies to the said Chapter:

“14. Power of State Government to acquire land. – (1) Where on any representation from the Chief Executive Officer it appears to the State Government that, in order to enable the Slum Rehabilitation Authority to carry out development under the Slum Rehabilitation Scheme in any Slum Rehabilitation Area it is necessary that such area, or any land within adjoining or surrounded by any such area should be acquired, the State Government may acquire the land by publishing in the Official Gazette, a notice to the effect that the State Government has decided to acquire the land in pursuance of this section: Provided that, before publishing such notice, the State Government, or as the case may be, the Competent Authority may call upon by notice the owner of, or any other person who, in its or his opinion may be interested in, such land to show cause in writing why the land should not be acquired with reasons therefor, to the Competent Authority within the period specified in the notice; and the Competent Authority shall, with all reasonable despatch, forward any objections so submitted together with his report in respect thereof to the State Government and on considering the report and the objections, if any, the State Government may pass such order as it deems fit. Provided further that, the State Government may delegate its powers under this sub-section to any officer not below the rank of Commissioner.

(1A) The acquisition of land for any purpose mentioned in sub-section (1) shall be deemed to be a public purpose.

(2) When a notice as aforesaid is published in the Official Gazette, the land shall, on and from the date on which the notice is so published, vest absolutely in the State Government free from all encumbrances.”

⁹ Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) (Amendment, Re-enactment of Rules and Notification of Apex and other Grievance Redressal Committees and Validation) Act, 2023, s 4.

10. As in ***Tarabai (supra)***, the instant case also pertains to an SR Area under Chapter I-A. It is, thus, clarified that wherever the provisions of Chapters IV and V are referred to in this Judgement, the reference is to the modified provisions which are now encapsulated in Section 3D.

B. FACTS

11. Having considered the changes introduced through the 2018 Amendment, we now proceed to observe the facts in detail, as portrayed below.

11.1. The plot bearing CTS No. B-960 in Village Bandra, Taluka Andheri, Mumbai, admeasuring a total area of 9,371.30 sq. m., is owned by the Basilica of Our Lady of the Mount (**Church Trust**), a Public Trust based in Mumbai. The Church Trust operates the Mount Mary Church in Bandra, Mumbai, where, at the relevant time, Bishop John Rodrigues served as the Rector and the sole trustee. The Subject Land, measuring 1,596.40 sq. m., is part of this larger plot.

11.2. The Subject Land has reportedly been encroached upon by hutment dwellers since the 1930s, and a section admeasuring 1,334 sq. m. was thereupon declared a Slum Area under Section 4 of the Slums Act on 30.11.1978. Over time, the hutment area (**Subject Slum**) expanded, and the notification dated 30.11.1978 was accordingly amended on 12.06.2002, increasing the declared Slum Area to 1,532 sq. m. Subsequently, through further expansion, the Subject Slum extended

into an adjoining plot bearing CTS No. B-967, owned by the Brihanmumbai Municipal Corporation (**BMC**).

11.3. In the intervening period, the dwellers of the Subject Slum formed the Shri Kadeshwari Cooperative Housing Society Ltd. (Proposed) (**Kadeshwari Society**). It appears from the records that there were 35 identified tenements in the Subject Slum, prior to 01.01.2000, who are all members of Kadeshwari Society.

11.4. Since 2012, Kadeshwari Society and the Church Trust (through its sole trustee) have been in communication regarding the redevelopment of the Subject Slum. The record indicates that the parties had initially met for this purpose, but it was subsequently identified that the land fell within the Coastal Regulation Zone (**CRZ**), which impacted the feasibility of any attempted redevelopment project.

11.5. In due course, however, the Government sought to relax restrictions on the redevelopment of slums in CRZ areas, making rehabilitation on the Subject Land feasible. This sparked a fresh round of communication among the parties.

11.6. In this context, *vide* letter dated 13.06.2013, the Church Trust called on Kadeshwari Society to: (**i**) submit written consent of all the 35 slum dwellers eligible for rehabilitation; (**ii**) procure a resolution passed by the General Body of Kadeshwari Society authorising redevelopment; and (**iii**) to permit the Society's chosen developer to submit a tentative offer for redevelopment, subject to the outcome of a tender process.

11.7. Kadeshwari Society initially appointed M/s Accord Estates as its preferred developer and notified the Church Trust accordingly. The Society also appears to have entered into development agreements, individual agreements, and tripartite agreements with this developer. However, no further steps were taken in the following years until 2017.

11.8. Citing inaction on the part of M/s Accord Estates, Kadeshwari Society terminated all agreements with this firm and its promoter. It, instead, resolved to enter into an agreement with another developer, namely, M/s Saldanha Real Estates Pvt. Ltd. (**Saldanha**), for the redevelopment of the Subject Slum. Consequently, on 28.12.2017, Kadeshwari Society entered into a Development Agreement with and executed a Power of Attorney in favour of Saldanha. The developer also entered into individual Development Agreements with the slum dwellers.

11.9. Having crystallised this relationship, Kadeshwari Society then besought the Church Trust to grant a No-Objection Certificate to Saldanha, allowing it to redevelop the Subject Land and to rehabilitate the slum dwellers on it.

11.10. Meanwhile, Saldanha also approached the Church Trust with a proposal to purchase the Subject Land on an '*as-is-where-is*' basis. Saldanha and the sole trustee of the Church Trust deliberated on this issue on 21.03.2018, pursuant to which the developer forwarded an offer of INR 2.5 crores for the Subject Land. The offer was later revised to INR 3 crores, but the parties did not proceed with this deal.

11.11. It is pertinent to highlight at this stage that the Church Trust intended to develop the Subject Land along with the rest of its land in CTS No. B-960, as well as some other adjoining plots, totalling approximately 10,709 sq. m. in land area. The plan was to redevelop 'Nirmala Colony', including the Subject Land, as a contiguous project.

11.12. However, when this proposal was presented to the slum dwellers, Kadeshwari Society sent a communication dated 04.02.2019 to the Church Trust, opposing a composite project and requesting the Trust to allow independent redevelopment of the Subject Land by Saldanha.

11.13. This was followed by a series of communications between Kadeshwari Society and the Church Trust, where the former sought an NOC for redevelopment by Saldanha, while the latter attempted to obtain consent from the slum dwellers for combined development.

11.14. In this backdrop, Kadeshwari Society submitted a proposal dated 24.09.2019 before the SRA for the declaration of the entire Subject Slum, now covering 1,976.60 sq. m. (1,596.40 sq. m. being the Subject Land and 380.20 sq. m. being BMC's land), as an SR Area under Section 3C(1).¹⁰

11.15. Parallely, the Church Trust sent a letter dated 07.02.2020 to the Chief Executive Officer of the SRA (**CEO**), informing that it was in communication with the slum dwellers. It stated that the representatives of the Trust had met with the members of Kadeshwari Society, and the

¹⁰ Reproduced in Paragraph 8.

dwellers had accepted the feasibility of the composite development. The Church Trust also submitted a feasibility report prepared by its architect for the redevelopment of the area.

11.16. The SRA, however, disregarded the Church Trust's communication and, instead, acted on the proposal of the Kadeshwari Society. It issued public notices as well as a specific notice to the Trust on 30.09.2020, calling for objections to the proposal for a Section 3C(1) Declaration.

11.17. The Church Trust filed its written objections and attended the subsequent hearing on the proposal. It conveyed its intention to redevelop the Subject Property on its own, without the interference of a third-party. The Trust also averred that the Subject Land was not densely populated, and the structures thereon had sufficient ventilation, light, sanitation, and facilities, considering which it should not be designated as a slum.

11.18. The CEO after the hearing the parties, *vide* order dated 29.12.2020, rejected the objections of the Church Trust and declared the Subject Slum as an SR Area. The Section 3C(1) Declaration dated 29.12.2020 was published in the Official Gazette on 31.12.2020, and the order and the declaration were also forwarded by the SRA to the Church Trust on 05.01.2021.

11.19. Aggrieved, the Church Trust challenged the order dated 29.12.2020 through statutory appeal under Section 3C(2)¹¹ bearing Application No.

¹¹ Reproduced in Paragraph 8.

20 of 2021 before the AGRC on 01.02.2021. The AGRC does not appear to have heard the appeal even a single time, and it has remained pending to date.

11.20. Following the declaration dated 29.12.2020, Saldanha and the Church Trust filed their respective proposals for redevelopment.

11.21. Saldanha filed its proposal dated 23.04.2021 in accordance with SRA's Circular No. 144¹² and Regulation 33(10) of the DCPR 2034¹³ for redevelopment of the Subject Slum. This proposal was filed with support from Kadeshwari Society.

11.22. On the other hand, the Church Trust filed its proposal through a letter dated 04.05.2021, sent by its architect to the SRA. It envisaged the rehabilitation of the Subject Slum through the aforementioned composite development of the Nirmala Colony and included relevant maps and design plans. It was clarified in the communication that the proposal was made without prejudice to and subject to the outcome of Application No. 20 of 2021. The Church Trust also submitted its composite proposal before the BMC.

11.23. The record reveals that the SRA only took steps to consider Saldanha's proposal, completing various internal processes by July 2021. However, faced with the objection of the Church Trust to this proposal, Kadeshwari

¹² See Paragraph 38 of *Tarabai (supra)*.

¹³ See Paragraph 35 of *Tarabai (supra)*.

Society submitted an application on 09.09.2021 for the acquisition of the Subject Land under Section 14.¹⁴

11.24. The SRA, in response to the above-stated application, issued a public notice dated 29.10.2021, calling for objections from all interested parties to the proposal for acquisition. The Church Trust submitted its written objections, and in the course of the acquisition proceedings, the representatives of the Trust were also heard on 14.12.2021. Thereafter, another hearing was set for 31.12.2021.

11.25. Before the second hearing could be conducted, the Executive Engineer, SRA, *vide* order dated 22.12.2021, rejected the Church Trust's proposal dated 04.05.2021. The reasons given in the order were that: **(i)** the proposal was not within the prescribed format; **(ii)** it was not submitted to the correct authority/officer; and **(iii)** the proposal filed by Saldanha was already being processed.

11.26. After the second hearing on 31.12.2021, anticipating irreversible consequences of the acquisition, the Church Trust moved the AGRC for an urgent interim stay on the Section 3C(1) Declaration dated 29.12.2020, but it was promptly declined on 07.01.2022.

11.27. The Church Trust, thus, aggrieved by the initiation of acquisition proceedings, approached the High Court through Writ Petition No. 1212 of 2022, seeking quashing of the notice dated 29.10.2021.

¹⁴ Reproduced in Paragraph 9.4.

11.28. During the pendency of the Writ Petition, the SRA completed the scrutiny of Saldanha's SR Scheme and granted an in-principle approval on 28.03.2022. This acceptance was, however, restricted to that area of the Subject Slum which was on the BMC's land. It was clarified that consideration for the proposal *qua* the Subject Land would be taken up only after its acquisition was completed.

11.29. On the very next day, the CEO, *vide* order dated 29.03.2022, approved the acquisition proposal on the premise that the Church Trust had not filed an SR Scheme within 120 days. The proposal for acquisition was, as such, directed to be forwarded to the State Government for approval.

11.30. Consequently, the Church Trust sought to amend its Writ Petition, which was allowed by the High Court, *vide* order dated 08.04.2022, so as to enable the Church Trust to bring these subsequent events on record. In the amended Writ Petition, an additional prayer to set aside the order dated 29.03.2022 was also incorporated. The High Court, while entertaining the amended Writ Petition, directed as an interim measure that no further steps towards the acquisition would be taken till the next date of hearing. That order remained operative till the Writ Petition was finally decided.

11.31. The High Court *vide* the Impugned Judgement dated 11.06.2024, allowed the Writ Petition and, relying upon the reasoning assigned in ***Indian Cork Mills (supra)***, held that the Church Trust had a preferential right to develop the Subject Land. It further held that: (i) the SRA

neglected this right of the Trust; **(ii)** the acquisition proceedings were marred by the absence of any proper notice to the Trust; and **(iii)** the questionable conduct of the SRA, Saldanha, and Kadeshwari Society vitiated the entire acquisition. The High Court, consequently, set aside the notice dated 29.10.2021 and the order dated 29.03.2022, allowing the Church Trust to proceed with development of the Subject Land.

11.32. Kadeshwari Society, Saldanha, and the SRA, being aggrieved, have filed separate appeals challenging the Impugned Judgement.

C. CONTENTIONS

12. Mr. Shyam Divan, learned Senior Counsel, representing Kadeshwari Society, highlighted the alleged shortcomings in the Church Trust's development proposal. In this regard, he made the following submissions:

(a) The High Court, even preliminarily, ought not to have entertained the Church Trust's Writ Petition. The notice dated 29.10.2021 and the order dated 29.03.2022 neither caused any prejudice to the Trust nor created any rights in favour of a third-party. The notice and the order were merely procedural and did not merit interference, since no final decision had been taken on the proposed acquisition.

(b) The mandatory notice and hearings before a Section 3C(1) Declaration eliminate the need for another notice under

Section 13.¹⁵ The 120-day time limit further indicates a shift in legislative policy, where the onus of submitting a proposal is placed on the landowner. The provisions amended in 2018 render the judicial mandate for a specific notice to invite the landowner for redevelopment incompatible.

- (c)** The Church Trust has acted lackadaisically towards the interests of the slum dwellers as well as its own interests in the Subject Land. It never exercised its right to develop the Subject Land since 1978, when part of it was declared as Slum Area. Even after the Section 3C(1) Declaration, the Trust never submitted any SR Scheme as per Regulation 33(10) of DCPR 2034.
- (d)** The Church Trust's proposal dated 04.05.2021 is belated. The period of 120 days prescribed under Section 13¹⁶ would start from the publication of the Section 3C(1) Declaration in the Official Gazette, *viz.*, 31.12.2020. As such, the 120 days were over on 30.04.2021, and the Trust was 5 days late in submitting its proposal.
- (e)** Although this Court, through successive orders passed in Suo Motu Writ Petition (Civil) No. 3 of 2020 and connected matters, has generally extended the period of limitation from 2020 till 2022 due

¹⁵ Reproduced in Paragraph 9.1.

¹⁶ Reproduced in Paragraph 9.1.

to the then ongoing COVID-19 Pandemic, such extension does not apply to the time limit in Section 13(1).¹⁷

(f) SR Schemes are to be submitted in the format prescribed by the Guidelines for the Implementation of Slum Rehabilitation Policy in Greater Mumbai, 1997¹⁸ and Regulation 33(10) of the DCPR 2034. As per SRA's Circular No. 144, strict conformity with the format is a prerequisite for consideration of the proposed SR Scheme. The Church Trust's proposal dated 04.05.2021 does not adhere to any of these stipulations and was thus rightly rejected by the SRA *vide* order dated 22.12.2021. The Trust has not challenged this order before any forum, so it cannot rely on the said proposal to claim that it has fulfilled its duty under Section 13.

(g) There was no procedural infirmity in or ulterior motive behind the notice dated 29.10.2021 and order dated 29.03.2022. The former was only to invite objections to the acquisition proposal, in line with the first *proviso* to Section 14. The latter is a reasoned order, passed after hearing all the parties, merely recommending the acquisition of the Subject Land to the State Government.

13. Mr. Sudhanshu S. Choudhari, learned Senior Counsel on behalf of the SRA, in response to a specific query, clarified that the SRA was not intending to take any sides among the parties. The appeal was filed to challenge the High Court's interpretation of the owner's preferential

¹⁷ Reproduced in Paragraph 9.1.

¹⁸ See Paragraph 36 of ***Tarabai (supra)***.

right. His contentions, however, have already been considered and negated by this Court in ***Tarabai (supra)***.

14. Mr. Nikhil Sakhardande, learned Senior Counsel representing Saldanha, apart from adopting the arguments made by Mr. Divan, sought to impress upon this Court that the proposed acquisition was not an attempt to grab the Church Trust's land. Rather, it was a *bona fide* effort to ensure redevelopment of the Subject Slum, motivated by the incentive of reasonable profits.
15. Dr. Milind Sathe and Mr. Chander Uday Singh, learned Senior Counsels appearing on behalf of the Church Trust, asserted the correctness of the Impugned Judgement and underlined the attempted breach of the Trust's preferential rights through the acquisition. They made the following averments:
 - (a) The time limit of 120 days in Section 13¹⁹ is only directory in nature and not mandatory. Even if it is considered mandatory, the period would only begin when a specific notice is received by the owner. The Church Trust has submitted its proposal within 120 days of 05.01.2021, when it was informed of the Section 3C(1) Declaration.
 - (b) In any event, the directions of this Court in ***Cognizance for Extension of Limitation, In re***²⁰ generally extending the period of limitation from 2020 till 2022, would also apply to the limit of 120

¹⁹ Reproduced in Paragraph 9.1.

²⁰ (2022) 3 SCC 117.

days. Additionally, even as a matter of equity, the Church Trust should not be deprived of its inherent ownership rights due to an inconsequential delay of a few days.

- (c)** There is no legislative requirement to submit the proposal as per Regulation 33(10) of the DCPR 2034. It is only applicable when development incentives are sought under that Regulation, and the landowner can choose not to invoke Regulation 33(10). As such, the proposal of the Church Trust was wrongly disregarded merely for alleged inconsonance with format requirements.
- (d)** The SRA or the private parties have shown no necessity to acquire the land for redevelopment. The CEOs' order dated 29.03.2022 only mentions that an acquisition is required because 120 days have passed and the owner has not submitted any SR Scheme.
- (e)** Moreover, there is a *mala-fide* intention behind the acquisition, i.e., Saldanha's objective to grab the Subject Land. When the developer's original attempt to purchase the land fell through, it initiated the process to acquire it through Kadeshwari Society and the SRA for a very low price.
- (f)** The SRA, for the reasons best known to it, exhibited a singular focus towards opposing the Church Trust's attempts to redevelop, so as to pave the way for Saldanha's SR Scheme. The Trust's proposal was discarded on hyper-technical grounds, while Saldanha's submission was processed despite its own defects. It is in pursuance

of this resolve of the SRA that the acquisition process was initiated under Saldanha's SR Scheme without formally rejecting the Trust's proposal.

- (g) The decisions taken by Kadeshwari Society are highly suspect, as only 7 out of 35 members are signatories to them. This assertion is further fortified by the fact that the Society refuses to accept the owner's proposal for larger units with better facilities as compared to the smaller units offered by Saldanha. The Society has no justification for not accepting a composite development. Kadeshwari Society cannot dictate the manner of development; its members only have a right to rehabilitation as per the law, not to a specific rehabilitation of their choice.

D. ISSUES

16. Having regard to the issues already adjudicated upon in ***Tarabai (supra)***, we deem it appropriate to confine our analysis to the following three questions:

- I.** Whether the High Court has rightly rejected Kadeshwari Society's preliminary objection?
- II.** Whether the 2018 Amendment impacts the law laid down in ***Indian Cork Mills (supra)*** and as reiterated in ***Tarabai (supra)***?
- III.** Whether, in the facts of the instant case, the High Court rightly set aside the notice dated 29.10.2021 and the order dated 29.03.2022?

E. ANALYSIS

E.1 Issue I: Preliminary Objection

- 17.** It would be suitable, at the outset, to address the preliminary issue raised by Mr. Divan on behalf of Kadeshwari Society. He argued that the notice dated 29.10.2021 was merely an invitation for objections to the acquisition proposal, and the order dated 29.03.2022 was simply a recommendation to the State. He further submitted that these orders, at best, were a preliminary exercise for acquisition of the Subject Land and therefore, it was premature for the High Court to have interfered when no actual step causing prejudice to the Church Trust had been taken.
- 18.** Although the contention appears to be attractive at first blush, it is liable to fall flat when a deeper analysis is undertaken. We say so for the reason that the High Court, in exercise of its plenary jurisdiction under Article 226 of the Constitution, can prevent or annul any executive overreach, arbitrary decision-making process, action tainted with *mala fides*, or colourable exercise of power. Where the solitary object of the notice and order, namely, to acquire the Subject Land, has not been disputed by the SRA, the High Court was justified to intervene at a preliminary stage. Not doing so would have invited more complications on account of creation of third-party rights by the private builder and consequential multiplicity of litigation. Mere absence of any direct impact on the entitlement of the Church Trust does not take away from the administrative nature of the notice and the order or the jurisdiction of the High Court to consider their validity.

19. Moreover, the notice and the order are traceable to the statutory framework of the Slums Act, especially in Section 14,²¹ and the same having been issued in purported exercise of statutory power were amenable to judicial review. Therefore, these actions must be taken strictly in accordance with the legislative framework, and any challenge that raises questions about the legality and integrity of such acts is maintainable under Article 226. This preliminary objection raised by the Appellants, thus, would fail. The appeals must, instead, be considered on their merits.

E.2 Issue II: The Impact of the 2018 Amendment on the Slums Act

20. The learned Senior Counsels for the Appellants strenuously argued that, as a consequence of the 2018 Amendment, there is no statutory requirement to issue a separate notice for initiation of proceedings under Section 13 of the Slums Act.²² The reason attributed to this inference was that such a notice already stands effected on a landowner under Section 3C, as a rule of *audi alteram partem* within the process of notifying the land as an SR Area. It was thus elaborated that in view of the changed legislative policy, the precondition of a separate notice under Section 13 as outlined in ***Indian Cork Mills (supra)*** and upheld by this Court in ***Tarabai (supra)*** would no longer be applicable. It was clarified that the cited decisions pertain to the situation as it stood prior to the 2018 Amendment and are, thus, distinguishable.

²¹ Reproduced in Paragraph 9.4.

²² Reproduced in Paragraph 9.1.

- 21.** In this regard, a pointed reference was also made to the phrase, '**which shall not be more than one hundred and twenty days**' in Section 13,²³ to buttress the submission that the onus has been shifted onto the landowner to remain vigilant and submit the SR Scheme within the stipulated period once the Section 3C(1) Declaration is issued.
- 22.** On a bare perusal of the 2018 Amendment, it seems to us that no attempt has been made to remove or dilute the preferential right of the landowner to redevelop an SR Area. All those provisions which have been analysed in **Tarabai (supra)** lead to only one conclusion, i.e., that the owner has a primary right to undertake development, and none of the provisions have been amended. Rather, the owner's right is now further entrenched into the legislative scheme, with the addition of the term 'owner' into the text of Section 3B(5) and Section 13,²⁴ along with the existing expressions of 'landholders' and 'occupants'. The Legislature has, thus, expressly acknowledged the distinct rights enjoyed by the owner or a landlord within Chapter I-A.
- 23.** In order to address the Appellants' contention, it is germane, firstly, to observe that, under Chapter I-A, no occasion arises for any stakeholder to develop an area unless it has been finally notified as an SR Area. In other words, the Section 3C(1) Declaration is a stage prior to redevelopment being initiated under Section 13.²⁵ The issuance of a

²³ Reproduced in Paragraph 9.1.

²⁴ Reproduced in Paragraphs 7.4 and 9.1.

²⁵ Reproduced in Paragraph 9.1.

notice under Section 3C²⁶ is meant to accord hearing to a landowner and invite objections, if any, against declaration as an SR Area. By contrast, this Court, in ***Tarabai (supra)***, has expressly held that the purpose of a specific notice under Section 13 is to invite and enable the owner to initiate redevelopment. Keeping in mind the fact that both the provisions operate in different directions and for different purposes, what is deemed to be mandated under Section 13 cannot be rendered moot by the stipulations in Section 3C. With this view of the matter, the plea of the Appellants that the new mechanism within Section 3C no longer necessitates a separate notice-cum-invitation on the landowner cannot be accepted.

- 24.** Further, ***Tarabai (supra)*** outlines very cogent and critical reasons for why the specific notice under Section 13²⁷ is a mandatory requirement. This Court, considering the practical realities of preparing an SR Scheme as well as the potentially drastic consequences of not submitting the same, held that it would not be feasible for the owner to file the scheme without being invited to do so. The newly added qualification of 120 days in Section 13 in no way impacts or has any relation to such an invitation or the reasons behind its necessity. The incorporation of this condition cannot lead to the conclusion that the notice-cum-invitation is no longer required. Rather, the stipulated time-limit would come into effect after the owner is notified and invited to redevelop the SR Area, whereupon

²⁶ Reproduced in Paragraph 8.

²⁷ Reproduced in Paragraph 9.1.

they must come forward within the time-ceiling. The claim of the Appellants that the owner is expected to present an SR Scheme within 120 days of the Section 3C(1) Declaration without any notice-cum-invitation is wholly misconceived and, thus, accordingly rejected.

- 25.** On a conspectus of the 2018 Amendment and the perceived resultant variation on the pre-amendment legislative policy, we are satisfied that the holistic interpretation of the Slums Act made by this Court in ***Tarabai (supra)*** is also squarely applicable on post-2018 Amendment actions/events, barring the now legislatively stipulated timeline within which a redevelopment scheme has to be submitted by an interested landowner. It, then, goes without saying that SRA's actions initiating the acquisition in the instant case must also be tested against the same principles, which we shall now proceed to assess in the following issue.

E.3 Issue III: Validity of Acquisition

- 26.** This Court in ***Tarabai (supra)*** has unequivocally established that: **(i)** the private owner of an SR Area has a preferential right to develop it; **(ii)** the SRA must invite the landowner to come forward with a redevelopment proposal and give them reasonable time to do so before the said preferential right extinguishes; and **(iii)** the State or the SRA cannot move to acquire the land before the preferential right of the owner is extinguished. These principles will also apply *mutatis mutandis* to the case in hand.

27. Consequently, there vests a preferential right in favour of the Church Trust, over and above the SRA, occupants, or other stakeholders, to develop the Subject Land. The Trust ought to have been invited by the SRA to submit a proposal and undertake such redevelopment after the declaration dated 29.12.2020 was issued. Thus, the SRA cannot proceed for acquisition of the Subject Land unless **(i)** such a notice-cum-invitation is extended, and **(ii)** thereafter, the right of the Church Trust is extinguished if it fails to submit a redevelopment scheme within the prescribed period of 120 days.

28. The High Court has held that there was no compliance of these preconditions by the SRA before initiating the acquisition, and the entire process was liable to be invalidated. The High Court has further found from the conduct of the Appellants that the acquisition proceedings arose from an exercise of power in bad faith. We, therefore, now proceed to examine whether the High Court was right in drawing such a conclusion.

E.3.1 Prerequisites for Acquisition

29. At the cost of repetition, it may be reiterated that Mr. Divan advanced a two-pronged submission. *First*, he contended that all statutory requirements for initiating acquisition, particularly the issuance of notice to the Church Trust, had been duly complied with. *Second*, he argued that the Church Trust, by failing to proactively develop the Subject Land or submit a proposal in the prescribed format under Regulation 33(10) of the DCPR 2034, had effectively waived its preferential right. On this

basis, he asserted that the acquisition proceedings were valid and did not merit interference.

E.3.1.1 No Notice-cum-Invitation for Redevelopment

- 30.** Regarding the first strand of these claims, we hasten to observe at the very outset that there is no notice or invitation under Section 13 on the record that was issued to the Church Trust.
- 31.** The only communication relied upon by the Appellants is the Deputy Collector, SRA forwarding the Section 3C(1) Declaration to the Church Trust. We have already held that such notice does not amount to compliance with the procedure contemplated under Section 13 of the Slums Act.²⁸
- 32.** The inevitable consequence of the SRA's omission to issue a separate notice under Section 13²⁹ is that the Church Trust's preferential right to redevelop the Subject Land remains intact. In the absence of a valid notice or opportunity, there existed no legal basis to extinguish this right. The acquisition was, therefore, vitiated in law, falling afoul of the prescribed procedure.

E.3.1.2 No Waiver of Preferential Right

- 33.** Having held so, we shall now consider whether the Church Trust has, through its conduct, waived the preferential right to develop the Subject Land. Since such right can extinguish only after the owner is invited for

²⁸ Reproduced in Paragraph 9.1.

²⁹ Reproduced in Paragraph 9.1.

redevelopment, the threshold for how such right may be waived, even before an invitation is extended, is inevitably high. In our view, if there is no clear and overt communication by the owner that it does not wish to exercise its preferential right to develop the SR Area, there cannot be an automatic waiver of the right.

34. The record demonstrates that the Church Trust has, since 2013, consistently expressed its intent to redevelop the Subject Land. Following the Section 3C(1) Declaration dated 29.12.2020, the Trust reiterated its willingness to undertake redevelopment, including by submitting a consolidated proposal to the SRA and BMC, which addressed both, the slum dwellers' entitlements and the utilisation of its remaining land. During the pendency of the Writ Petition, it also appointed a developer through a bidding process to implement its development plan. In these circumstances, there is no basis to infer any waiver of its preferential right.

35. Although some concerns were raised during the course of the hearing regarding the permissibility of an amalgamated development, these issues do not fall for adjudication in the instant appeals. As such, we need not delve into the validity of the Church Trust's proposal in terms of the applicable Regulations. Suffice it to say that these contentions do not undermine the Church Trust's clear and consistent intent to undertake the rehabilitation of the Subject Slum.

- 36.** Given the above findings in respect of the invitation to the Church Trust and its persistent effort to redevelop the Subject Land, the prerequisites of initiating an acquisition under Section 14,³⁰ as laid out in ***Tarabai (supra)***, have not been fulfilled. The High Court has thus made no error in holding that the acquisition ought to be *ex facie* illegal.

E.3.2 Questionable Conduct of the Parties

- 37.** We now turn to the second ground on which the High Court quashed the acquisition. The High Court not only found the integrity and objectivity of the acquisition process compromised but also cast suspicion on the motives of the Appellants. Upon our own independent scrutiny of the facts, we too are impelled to draw adverse inferences from the Appellants' disconcerting conduct throughout the acquisition proceedings.

- 38.** While the record reveals a concerted and motivated attempt by the parties to acquire the Subject Land, we shall now proceed to examine, in detail, the conduct of the private and official Appellants separately.

E.3.2.1 Conduct of Kadeshwari Society and Saldanha

- 39.** The primary ground for doubting the *bona fide* of Kadeshwari Society lies in its persistent resistance to the Church Trust's efforts to redevelop the Subject Slum. The Trust has overwhelmingly demonstrated that the proposed redevelopment ensures all statutory entitlements to slum dwellers, including allotment of units on the Subject Land itself. These units exceed the minimum size mandated under Regulation 33(10) of the

³⁰ Reproduced in Paragraph 9.4.

DCPR 2034, with all other entitlements either matching or surpassing the regulatory requirements.

- 40.** Despite the Church Trust’s proposal offering significantly better benefits, Kadeshwari Society has persisted in pursuing redevelopment exclusively through Saldanha. This choice inevitably disadvantages the slum dwellers, who stand to receive smaller units and reduced benefits. Meanwhile, Saldanha gains the opportunity to commercially exploit the Subject Land, acquired at a fraction of its market value, in one of Mumbai’s most land-constrained areas. This stark divergence between the welfare of slum dwellers and the Society’s perplexing allegiance to Saldanha compels us to conclude that Saldanha is, in effect, orchestrating the Society’s actions from behind the scenes.
- 41.** Saldanha’s actions suggest a calculated attempt to wrest the Subject Land from the Church Trust, along with over 380 sq. m. of adjoining BMC land, by exploiting the markedly low acquisition rates for commercial gain. This intent surfaces as early as its proposal to privately purchase the land from the Church Trust. While seemingly a *bona-fide* negotiation, the text of the correspondence reveals a veiled threat aimed at pressuring the Trust into relinquishing its property. This is particularly evident in Saldanha’s letter dated 03.04.2018, addressed to Bishop John Rodrigues, the relevant portion of which is reproduced hereafter:

“ [xxxx]
As you are already aware, the Pawar Chawl has been in existence since 1935 and the members are in possession and occupation of this

*portion of land admeasuring approximately 1590 sq.mtrs of which 1532 sq.mtrs has been declared as slum. **The members of Pawar Chawl have been paying the municipal taxes and water bills since inception and are in a position to make a claim that they are in adverse possession of the land or even approach the CEO, SRA to acquire this portion of land declared slum and occupied by them under the SRA rules and regulations with regard to acquisition as per the legal advice given to them. If implemented, it would take a maximum time of three months to acquire or claim adverse possession as the structures of the slum are in a total dilapidated condition.***

Owing to the above, I request you to take a quick decision to execute the matters in this regard and to grant us the conveyance/perpetual lease in our favour.

We have already entered into a development agreement with Shree Kadeshwari Society (Proposed) for the redevelopment of their slum occupying B/960 (pt) under SRA Scheme 33(10) and awaiting your response so that we are able to execute go ahead with the project. We will obtain all necessary permissions including that of the Charity Commissioner if at all necessary.

In case of any further queries, we will be happy to discuss to take things further. We do hope you will consider our offer favorably, assuring you of our best services at all times.

[xxxx] ”

[Sic] [Emphasis supplied]

42. Subsequently, upon realising that the Church Trust was unwilling to part with the Subject Land, Saldanha initiated a driven attempt to usurp it through the machinery of the SRA. Acting through Kadeshwari Society as its proxy, it sought to effectuate what can only be described as a land grab—one that aligns squarely with the tenor of its earlier coercive communication. At every stage of the Section 3C(1) Declaration and the ensuing acquisition proceedings, the pattern of conduct exhibited by both Saldanha and Kadeshwari Society points unmistakably to the former calling the shots, while safely being in the shadows.

43. Such pervasive influence inevitably corrupts any action taken by Kadeshwari Society as well as Saldanha and calls upon us to impute

patently dishonest intent on their conjoined attempt to take over development of the Subject Land.

E.3.2.2 SRA's Conduct

44. Considering the other side of the coin, we find the manner in which the SRA and its functionaries have approached this case is even more shocking. The record reveals a dire lack of application of mind or any objective and coherent reasoning in the decisions of the SRA.
45. Despite the judgement of the High Court in ***Indian Cork Mills (supra)*** continuing to hold the field, the SRA's actions expose its attempts to thwart any possibility of the Church Trust exercising its preferential right.
46. *First*, after the Subject Land was declared as an SR Area on 29.12.2020, the SRA never issued any specific notice to the Church Trust. It blatantly chose to shrug off its duty to invite the owner to come forward with a scheme for redevelopment. Instead, the SRA merely forwarded the Section 3C(1) Declaration to the Trust, trying to create an impression that it was completing all requisite processes, while not actually fulfilling the basic requirement of specific notice.
47. *Second*, the SRA paid no heed to the Church Trust's attempts for a consolidated redevelopment. When the Trust's proposal was forwarded on 04.05.2021, the SRA made no attempt to act on it. Instead, while it remained pending, the SRA proceeded to process and favourably consider Saldanha's proposal, including advancing the acquisition

process. Although the SRA conducted a hearing for the Church Trust, it turned down the Trust's proposal during the intervening period between two acquisition hearing dates on the flimsy ground that it was not submitted in the prescribed format or to the designated Head Clerk, Engineering. Importantly, no attempt was made by the SRA to allow the Church Trust to rectify the purported deficiencies in its proposal. Instead, a mere general rejection of the proposal was conveyed.

- 48.** *Finally*, the SRA did not consider that the Section 3C(1) Declaration dated 29.12.2020 was itself under challenge in Application No. 20 of 2021 before the AGRC. By going on appeal, the Church Trust has challenged the very status of the Subject Land as an SR Area. Such status is a *sine qua non* for acquisition under Section 14.³¹ Given the irreversible consequences and third-party interests created by it, the SRA ought not to have gone ahead with the proposal for acquisition till the very foundation of the acquisition was confirmed in the statutory appeal. Nevertheless, for some inexplicable reason and with a sense of uncharacteristic urgency, which again speaks to the invisible but pervading influence of the powerful private developer, the SRA has forsaken the basic tenets of equity and recommended the acquisition.
- 49.** Throughout this case, the SRA and its CEO appear to have abandoned their public duty to uphold the Rule of Law and protect the rights of the landowner. On the contrary, the facts reveal a prejudiced attempt by the

³¹ Reproduced in Paragraph 9.4.

SRA to undermine legislative and judicial efforts and hand over the Subject Land and the benefits of its rehabilitation to Saldanha. Such actions of a public authority, marred by collusion and connivance and motivated by extraneous profit interests of private builders, are highly depreciable and underline the possibility of bureaucratic misuse of statutory provisions.

50. The facts of the instant case compel us to infer that Saldanha's overreaching influence went beyond the slum-dwellers' proposed society. In its attempt to take over the Subject Land, the developer appears to have gotten the typically slow-moving bureaucratic wheels of the SRA to run at full speed. Moreover, Saldanha was able to achieve this manoeuvre at a time when the entire country was under lockdown and the machinery of governance was overwhelmed by the unprecedented challenges of the COVID-19 pandemic.

51. These circumstances underpin the need for practical and actionable safeguards in a legal system involving competing interests among private parties. The Slums Act, while providing wholesome protection to slum dwellers and their homes and livelihood, does not give such express protection to the interests of the owner of the land. The ensuing vacuum, as we have seen in these appeals, allows opportunistic developers to swoop in, exploit the circumstances of the poor slum dwellers, manipulate the hand-in-glove authorities, and enrich themselves off the helpless owner's land.

52. Keeping the facts of this case and the obviously colourable conduct of the Appellants in mind, the acquisition proceedings cannot be allowed to sustain. As such, the High Court has rightly nipped these proceedings in the bud, protecting the statutory rights and interests of the Church Trust over the Subject Land and preventing the Appellants from illegally grabbing it.

F. CONCLUSION AND DIRECTIONS

53. For the reasons set out above, the instant appeals are dismissed. The following conclusions and directions are accordingly issued:

- i.** The Impugned Judgement of the High Court stands upheld;
- ii.** Liberty is granted to the Church Trust to submit, within a period of 120 days, an SR Scheme for the redevelopment of the Subject Slum, strictly in accordance with laws and regulations in force;
- iii.** The Church Trust shall be bound by the offer of the size of the apartments as well as other benefits and entitlements already made by it to the slum dwellers;
- iv.** The SRA shall offer full support to the Church Trust for surveys, demarcation, etc., as per the applicable Regulations, to enable it to submit an SR Scheme; and
- v.** The SRA and the State shall process the Church Trust's proposal as expeditiously as possible within the prescribed procedure, within a period of 60 days from the date of the Trust's submission.

54. All the matters and pending interlocutory applications, if any, stand disposed of in the aforementioned terms and directions.

55. Ordered accordingly.

.....**J.**
(SURYA KANT)

.....**J.**
(UJJAL BHUYAN)

NEW DELHI;
AUGUST 22, 2025