**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**WRIT PETITION NO.874 OF 2012**

Ajay Gupta and others ..Petitioners.
versus
State of Maharashtra and others ..Respondents.

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Mr. J.P. Cama, Senior Advocate with Mr. Sanjay Udeshi, Ms. Pallavi Deshia and Mr. Mahesh Londhe i/b M/s. Sanjay Udeshi & Co. for the Petitioners.
Mr. D.A. Nalavade, GP for Respondent No.1.
Mr. C.J. Joy with Mr. G. Hariharan i/b Dr. T.C. Kaushik for Respondent No.2.
Ms. Kavita Anchan i/b M/s. M.V. Kini & Co. for Respondents 3 and 4.
Mr. Ashutosh M. Kulkarni with Mr. Vaibhav Gaikwad for Respondent No.5.

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**CORAM : DR.D.Y.CHANDRACHUD, and R.D.DHANUKA, JJ.**

**24 July 2012.**

**ORAL JUDGMENT (PER DR.D.Y.CHANDRACHUD, J.)** :

Rule, by consent made returnable forthwith. The learned counsel appearing on behalf of the Respondents waive service on behalf of the respective Respondents. By consent, the Petition is taken up for hearing and final disposal.

2. Air India, during the period when a proposal to set up an airport at Navi Mumbai was under consideration, had submitted a proposal to CIDCO for the allotment of land on which it would construct staff quarters for its employees. Initially a plot of land (Plot No.24 admeasuring 1,00,021.60 sq. mtrs. in Sector 27 of Nerul) was allotted to Air India. On 30 January 1992 an agreement to lease was executed by CIDCO in favour of Air India. The land was allotted on a concessional lease premium of Rs.750/- per sq. mtr. amounting to Rs.7.50 Crores. Air India being an organisation of the Central Government, such an

allotment was permissible under the policy of CIDCO as approved by the State Government. The lease agreement envisaged that for a period of four years Air India would have a licence to enter upon the land; that the agreement would not constitute a demise of the land and that eventually a lease would be granted upon a certification by the Town Planning Officer that buildings had been erected by Air India in accordance with the terms of the agreement. The lease was to be executed for a period of sixty years. Clause 7A of the agreement stipulated that the terms under which CIDCO had agreed to execute a lease in favour of Air India were governed inter alia by the New Bombay Disposal of Lands Regulations 1975 for the time being in force. Clause 7A provided as follows :

> "7A. It is hereby agreed and declared between the parties hereto that the Corporation has agreed to lease the said land to the Licensee and the Licensee has agreed to have such lease upon the terms and conditions contained herein and subject to Section 118 and other applicable provisions of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act XXXVII of 1966) and rules and regulations made thereunder including the New Bombay Disposal of Lands Regulations 1975 for the time being in force."

3. The buildings which were to be constructed on the plot of land were to be used by Air India only for accommodating the members of its staff and could not be sold either individually or to a co-operative housing society of the employees without the prior permission of CIDCO. In an affidavit filed in the earlier proceedings by CIDCO, it has been stated that under the Regulations of 1975, in the case of an intended transfer the lessee was required to approach CIDCO and to pay additional lease premium and transfer charges and thereupon opt for transfer.

4. According to CIDCO, though it was obligatory for Air India to commence and complete the construction of a housing complex on or before 29 January 1997 and though a commencement certificate was obtained from the Navi Mumbai Municipal Corporation, Air India failed to complete the construction within the prescribed period. As a result that failure amounted to a breach of the material terms of allotment which could be remedied only upon the payment of additional lease premium under Regulation 7 of the New Bombay Disposal of Lands Regulations 1975 (NBDLR). Ultimately, Air India constructed 508 flats on a part of the area admeasuring 34,347.45 sq. mtrs. without obtaining an extension of the permission for the period for construction. Air India proceeded to allot the flats in issue to the members of its staff on a permanent basis and accepted amounts from the employees who were to then form a co-operative housing society. According to CIDCO[1], Air India paid an additional lease premium of Rs.4.50 Crores to CIDCO while obtaining an occupancy certificate for the built-up area admeasuring 34,347.45 sq. mtrs. The balance FSI upon the construction of 508 flats, amounting to 65,674.15 sq. mtrs. remained to be utilized by Air India. According to CIDCO[2] Air India was required to pay and accordingly paid an amount of Rs.1.72 Crores to CIDCO to remedy the breach and to secure further permission for construction in the extended period.

5. On 8 October 1998 Air India intimated its employees that it was considering a proposal to offer the flats on ownership basis to “full time and permanent India based employees”, subject to the rules and regulations of

1 paragraph 10 of the affidavit dated June 2010 of Marathe Vivek Shrikant in Writ Petition 336 of 2010.
2 paragraph 11 of the aforesaid affidavit.

CIDCO at rates stipulated therein. On 4 November 2004, Air India issued a staff notice stating that 25 residential buildings have been constructed, which were being offered for sale an on outright purchase basis to regular India based employees, including those based abroad at the rate stipulated therein. Allotment was to be decided by the management of Air India based on the applications received. It appears that the response for those flats was not adequate. Consequently, by a further notice dated 6 January 2005 Air India offered a further reduction in the rate at which it proposed to allot the flats to its employees on an outright purchase basis. On 15 March 2005, the management stated that due to an inadequate response, the flats would be offered to employees of Indian Air Lines, Airports Authority of India, Pawan Hans, DGCA or the Ministry of Civil Aviation, as the case may be.

6. In or about July 2005, allotment of flats was made by Air India to its employees, a sample letter dated 22 July 2005 being part of the record. Under the letter of allotment a payment of an earnest was required. On 6 January 2006 CIDCO addressed a letter to the General Manager of Air India referring to the fact that there was a failure on the part of Air India to remedy the breach of the conditions of the agreement to lease. The letter stated that the request made by Air India to sub-divide the plot and to transfer the constructed premises to the employees was a matter on which CIDCO would have to take a decision. Irrespective of that, Air India was informed that it would be required to pay additional premium to remedy the breach. Subsequently in October 2006 Air India called for additional payments by its employees.

7. The record would indicate that there was a dispute between Air India and CIDCO inter alia in regard to - (i) the failure of Air India to complete construction in terms of the agreement of lease; and (ii) the action of Air India in proceeding to make allotment of the constructed flats to its employees on an outright sale basis. A meeting was convened by the Chief Secretary of the State of Maharashtra on 13 July 2007 at which the Vice-Chairman of CIDCO, the Additional Chief Secretary in the Urban Development Department and the Chairman and Managing Director of Air India were present. The proposal of Air India to sell flats to its employees was discussed among other things and it was decided that CIDCO will reallot a portion of the plot to a society of Air India Employees who could purchase the flats from Air India. CIDCO was to charge a premium to the societies for the land according to the rules applicable to co-operative societies of Government PSU employees. CIDCO was to issue an NOC to Air India for the sale of constructed flats to the co-operative societies of its employees, if required. Air India was to submit a proposal to CIDCO along those lines. Air India accordingly submitted a proposal on 3 August 2007. On 29 January 2008 CIDCO informed the employees of Air India that the apartments constructed on the plot alloted to Air India at Nerul had been constructed by Air India and that CIDCO had no role to play in their allotments. The employees were informed that the issue relating to the plot alloted to Air India was under process.

8. Eventually, the dispute between Air India, CIDCO and the employees to whom an allotment had been made by Air India came before this Court for its decision in a writ proceeding under Article 226 of the Constitution[3]. The dispute

3 Abhimanyu Hunkar Bhosale v.State of Maharashtra – Writ Petition 336 of 2010.

was resolved on the basis of a consensus on 30 January 2010. The judgment of the Court records that CIDCO was agreeable to issue an NOC for an outright sale of the residential flats by Air India to co-operative societies of its employees, subject to the payment of additional premium for the conferment of outright ownership rights on the employees of Air India instead of the original proposal for the allotment of flats as staff quarters. This was subject to the payment by Air India to CIDCO of a total premium of Rs.17,500/- per sq.mtr. for the entire land. The Division Bench noted that the Board of Directors of Air India resolved on 24 June 2010 to pay to CIDCO the demand for additional premium, in addition to which the employees would be required to make payment to the successor-in-interest of Air India for the sale of the respective flats. CIDCO filed an affidavit before the Court to the effect that the rate of lease premium for allotment of land to a co-operative housing society was Rs.17,500/- per sq. mtrs. It was stated before the Court that at a meeting held with the Chief Secretary of the State Government CIDCO had called for the payment of a lease premium of Rs.17,500/- per. sq. mtr. for allowing Air India to allot the apartments constructed on the plot to its employees. CIDCO stated on affidavit that thereupon it may issue necessary permissions, approvals, or as the case may be, NOCs for the transfer of the residential units to co-operative housing societies to be formed by the employees. The Division Bench noted that a signed statement was placed on the record on behalf of Air India containing the rates at which the flats would be alloted by Air India to its employees. The Petitioners before the Court agreed to pay the price to Air India in accordance with a chart provided to the Court. The Division Bench rejected the demand of CIDCO for the payment of premium over and above the amount of Rs.17,500/- per sq. mtr., noting that as recently as

April 2010 CIDCO had agreed to grant land to Air India for the purpose of allotment of flats to its employees through co-operative housing societies on an outright sale basis.

9. The final order that the Division Bench passed in its judgment dated 30 June 2010 required Air India to pay a sum of Rs.60.10 Crores within three months to CIDCO which would thereupon transfer the land admeasuring 34,347.45 sq. mtrs. to Air India and/or its co-operative societies. Of the aforesaid land, a portion admeasuring 7562.18 sq. mtrs. on which a community hall, school and shopping center had been constructed by Air India was to be allotted to Air India at the same rate of premium, while the balance was to be alloted to the co-operative societies. The Court also recorded the statement made on behalf of the Petitioners that the price of the flats for different categories as stipulated by Air India would be paid by the employees. The order envisaged that Air India would issue letters since the employees were required to obtain loans from banks and financial institutions. The order of the Division Bench was thus restricted to an area admeasuring 34,347.45 sq. mtrs. which had been constructed upon, while Air India and CIDCO were left to resolve their differences in regard to balance of the land.

10. Following the order of the Division Bench, it is common ground that the payment as stipulated was made to CIDCO by Air India after collecting the requisite amounts from its employees. A Motion was taken out by Air India for modification of the earlier order. One of the reliefs that was sought in the Motion was that Air India would allot flats only to those employees who did not own a

residential flat either in their own name, or in the name of the spouse in Mumbai or Navi Mumbai. In the affidavit filed in response to the Notice of Motion, CIDCO for the first time in January 2011 set up a case that under the City and Industrial Development Corporation of Maharashtra Limited (Lease of Land to Co-operative Housing Society) (Amendment) Regulations 2008, there were certain conditions which were required to be complied with and that if anyone did not comply with those conditions the allotment would stand cancelled. The Division Bench by its order dated 9 February 2011 rejected the Motion taken out by Air India. The order passed by the Division Bench takes note of the fact that CIDCO had relied upon its Regulations of 1999. Since the Motion was taken out by Air India and not by CIDCO, the Division Bench did not enquire into the question as to whether CIDCO could place any restriction or conditions for the allotment of the flats. The contentions between the allottees and CIDCO were kept open. However, the Motion filed by Air India was disposed of inter alia with the observation that an allottee shall not be considered ineligible by Air India on the ground that the employee has a flat either in his or her name, or the name of the spouse in Mumbai. However, if an allottee or his or her spouse, has a flat in Navi Mumbai, Air India was not to disqualify the employee, but to forward the name of the employee to CIDCO. The allottees found eligible by CIDCO for the allotment of flats were required to be given possession of the respective flats in accordance with law within one month of the registration of the co-operative housing society.

11. On 27 July 2011 Air India addressed a communication to CIDCO stating that it had offered the flats to its employees from all over India in 2005-06 since

the services of its employees are transferable on all India basis. Air India requested that since the employees had paid the full cost of the flat, the requirement which CIDCO was insisting upon of residence in Maharashtra of fifteen years be waived. CIDCO, however, informed Air India that it would not relax the condition prescribed in the Regulations of 2008 of a residential requirement in the State of Maharashtra of fifteen years. Air India in turn informed the employees which resulted in the filing of these proceedings under Article 226.

12. In these proceedings under Article 226 the relief that has been sought is a declaration that the Regulations of 1975, 1999 and 2008 are inapplicable to the Petitioners. Alternately, the Petitioners seek a declaration that the eligibility criteria as mentioned in the Regulations of 1999 and 2008 are *ultra vires* and unconstitutional. If the eligibility requirements are upheld as being *intra vires*, the Petitioners seek that the eligibility criteria should be waived. Consequential reliefs have been sought for the entering upon sale deeds and handing over of possession.

13. An affidavit in reply has been filed in these proceedings on behalf of CIDCO. CIDCO submits that initially the Regulations of 1975 were framed under Sections 118 and 159 of the Maharashtra Regional Town Planning Act 1966 to govern the disposal of lands by CIDCO. Subsequently, a committee was constituted by CIDCO as the new Town Development Authority to review the Regulations of 1975, in 2005. Following the recommendations of the committee, CIDCO submitted certain regulations to the Urban Development Department of

the State Government for sanction which was received in 2008. CIDCO has submitted that it has primarily imposed two eligibility criteria under the City and Industrial Development Corporation of Maharashtra Limited (Lease of Land to Co-operative Housing Society) (Amendment) Regulations 2008 viz. (i) every member of the co-operative housing society should be domiciled in the State of Maharashtra for fifteen years; and (ii) the member and /or his family should not have any other dwelling house in the Navi Mumbai area. CIDCO submits that as a Special Planning Authority, it is its statutory duty to provide proper and reasonable residential accommodation to needy persons. According to CIDCO persons who take the benefit of its policies for the allotment of land at a lesser rate of lease premium, are bound to comply with the relevant rules and regulations. It has been submitted that plots of land allotted under the Regulations of 2008 are at a concessional rate of lease premium as compared to the actual market price in the area. The conditions of eligibility have been formulated to ensure that profiteering does not result and that only a person who has established himself and his family in the State for a minimum of fifteen years is entitled to accommodation. Hence, it has also been submitted that the allottee should not hold any other similar accommodation in the Navi Mumbai area.

14. Learned Senior Counsel appearing on behalf of the Petitioners submits that :

(i) The agreement of lease between Air India and CIDCO of 30 January 1992 clearly stipulates that the Regulations of 1975 would apply and that in the event of any conflict between the terms contained therein with the provisions of the Regulations, the terms of lease would govern;

(ii) In the present case, the allotment was initially made to Air India for the construction of staff quarters. In pursuance of the proposal submitted by Air India, CIDCO agreed to the allotment of the constructed flats on an outright sale basis to co-operative housing societies of the employees of Air India subject to the payment of additional lease premium;

(iii) In the present case, no occasion would arise for the application of the Regulations of 2008 which stipulate a minimum residential requirement of fifteen years in the State of Maharashtra, since that condition of eligibility would apply only to land which has been alloted directly by CIDCO to co-operative societies in pursuance of a scheme framed in that regard;

(iv) The issue of allotment in the present case to the co-operative societies of the employees instead of an allotment to Air India for staff quarters was finally resolved before the Division Bench of this Court on 30 June 2010 under which CIDCO agreed to make the allotment subject to the receipt of an additional premium of over Rs.60 Crores which has also been duly paid;

(v) Acting in pursuance of the judgment of the Division Bench and the agreement which was arrived at between CIDCO and Air India, the employees have taken loans. However, out of the total number of flats, CIDCO has accepted the eligibility of 279 employees. As a matter of fact, no employee who has accepted the allotment from Air India owns any other flat in Navi Mumbai and an undertaking is tendered to the Court to that effect. However, it would be manifestly arbitrary for CIDCO to insist on a minimum stay of fifteen years in the State in the facts of this case, having regard to the background noted above.

Air India has supported its employees by submitting that the employees belong to an all India service and are transferable anywhere in the country.

15. On the other hand, counsel appearing on behalf of CIDCO submitted that :

(i) The agreement of lease between Air India and CIDCO was at a concessional rate of premium, since Air India is an organisation of the Central Government. The lease agreement contemplated the construction of staff quarters by Air India;

(ii) In breach of the agreement Air India failed to complete the construction within the prescribed period and proceeded to make allotments of the constructed flats to its employees on an outright sale basis;

(iii) The dispute between the parties was resolved finally by the order of the Division Bench dated 30 June 2010;

(iv) The order of the Division Bench does not preclude the application by CIDCO either of the Regulations of 1999 or the subsequent Regulations which came to be framed in 2008 prescribing relevant eligibility criteria;

(v) The entitlement of the Petitioners would commence only after the judgment of the Division Bench since the co-operative housing society is still to be registered. There is no privity of contract between the Petitioners and CIDCO. CIDCO agreed to the allotment of the land to the employees of Air India at a premium of Rs.17,500/- per sq. mtrs. which was much less than the prevailing market rate of Rs.80,000/- per sq. mtr. in January 2011 in Nerul node. In the circumstances, CIDCO is justified in

insisting on a condition of a minimum fifteen years' residence in the State of Maharashtra and on the requirement that the allottee should not own a residential flat in Navi Mumbai.

The rival submissions now fall for consideration.

16. Originally, as the record before the Court indicates, an agreement to lease was executed between CIDCO and Air India on 30 January 1992. At that stage the allotment was envisaged for Air India to construct staff quarters for its employees. The execution of the lease was to be governed by the New Bombay Disposal of Lands Regulations 1975, a specific provision being made to that effect in Clause 7A of the agreement. Now, admittedly Air India constructed only on a part of the land admeasuring 34,347.45 sq. mtrs. A total of 508 flats were constructed by Air India. Air India, according to CIDCO, was in breach of the conditions stipulated in the agreement of lease to complete the entire construction by a stipulated date. Moreover, according to CIDCO Air India instead and in place of the construction of staff quarters, proceeded to make allotment to its employees on an outright sale basis. CIDCO stated before this Court on affidavit that there was a breach by Air India of the terms of the agreement of lease and of the Regulations of 1975. According to CIDCO that breach could be regularized only upon the payment of additional premium and subject to the permission of CIDCO enabling a transfer of the constructed flats to the employees of Air India on the basis of an outright sale. We have adverted to the background of this case in a considerable degree of detail and to the record before the Court which indicates that it was in 1998 that Air India issued a staff notice for the allotment of flats on an ownership basis to its full time and

permanent employees. Initially the response of the employees was lukewarm which led Air India to offer an incentive in the form of lower rates for the purchase of the flats. Be that as it may, it is evident that initially in July 2007 and subsequently during the pendency of the writ proceedings before this Court, a meeting took place with the Chief Secretary of the Government of Maharashtra between CIDCO and Air India. CIDCO agreed to grant its no objection for the sale of the constructed flats to the co-operative societies of Air India employees subject to the payment of additional premium. Eventually, the proposal which was agreed upon envisaged the payment of additional premium computed at the rate of Rs.17,500/- per sq. mtrs. upon which the land was to be allotted to the co-operative societies of the employees of Air India. The additional lease premium as reflected in the final order of the Division Bench was in fact paid to CIDCO. The amount, the Court has been informed, has been recovered from the employees of Air India. Acting upon the agreement that was entered into between CIDCO and Air India, the employees have obtained loans for the allotment of residential accommodation. In this view of the matter, a dispute which had arisen as far back as in the 1990s attained finality following the order of the Division Bench. We do not find that any objection was raised before the Division Bench by CIDCO when the decision was rendered on 30 June 2010 against the allotment of accommodation to those employees of Air India who had not fulfilled the minimum residential requirement. As a matter of fact, all along CIDCO's insistence was only on the payment of additional premium computed at Rs.17,500/- per sq. mtr. as a condition precedent for the outright allotment on ownership basis of the flats by Air India to its employees. CIDCO, as a matter of fact, indicated at one stage that it was not concerned with the individual

allotment of flats by Air India to its employees. The insistence on the condition that the employees must fulfill a domiciliary requirement of fifteen years residence in the State of Maharashtra appears to have been raised subsequent to the judgment of the Division Bench when Air India took out a Notice of Motion for modification of the order. As we have noted earlier, it was in response to the Motion taken out by Air India that CIDCO in its affidavit sought to insist upon a compliance with the Regulations of 2008. We find no reason or justification for the conduct of CIDCO in not coming upfront before the Division Bench in setting out of the terms and conditions which it considered necessary. Imposting a fresh set of conditions after the Division Bench disposed of the earlier proceedings is anything but fair. As a public body CIDCO is required to act fairly and in a transparent manner. As a matter of fact, the conduct of CIDCO and indeed of all other parties before this Court would indicate that it was always envisaged that an outright sale of the flats would take place to the employees and that CIDCO would recognise the allotments made by Air India subject to the payment of additional premium. There is justification in the grievance of the employees of Air India that the imposition now of a fresh set of conditions would leave them in the lurch. Employees who have taken loans for obtaining residential accommodation would now be faced with a difficult situation which is not of their making. Absent the security of the residential flats on the basis of which loans are granted by financial institutions, the employees would be confronted with a recall of the loans by the institutions. This is a consequence, which cannot possibly be accepted by the writ Court consistent with the requirements of fair and equitable treatment.

17. We are of the view that the Regulations of 2008 upon which reliance has been placed by CIDCO would have no application to a situation such as the present. As we have noted earlier, the allotment in the present case was made in pursuance of the Regulations of 1975. The agreement of lease between CIDCO and Air India specifically states that the lease would be governed by the 1975 Regulations. When CIDCO filed its affidavit in the earlier proceedings before this Court, in June 2010 CIDCO stated before the Court that the breaches committed by Air India could be remedied under the Regulations of 1975. The Regulations of 1975 did not contain a domiciliary requirement. In 2008, the New Bombay Disposal of Lands (Amendment) Regulations were notified. Those Regulations of 2008, it must be noted, do not provide for a residential requirement of fifteen years in the State. The proviso to Regulation 1 stipulates that if there is a conflict between those Regulations and the provisions made in the allotment letter, agreement or lease deed entered into by the Corporation before the publication of the Regulations, the provisions made in the letter of allotment or agreement or lease deed shall prevail. Regulation 4 makes a provision for the disposal of plots by inviting public tenders or by public auction except for certain categories including amongst them co-operative housing societies for the construction of flats for the residence of their own members. In 2008, separate regulations called the City and Industrial Development Corporation of Maharashtra Limited (Lease of Land to Co-operative Housing Society) (Amendment) Regulations 2008 came to be formulated. Regulation 3 provides that except in a case where upto two plots in a node are available for co-operative housing societies which can be allotted by the Corporation with the prior approval of the Government, the Corporation may formulate a scheme for

disposal of co-operative housing society plots under those regulations. Under Regulation 4 a scheme has to be published in the newspapers and has to include details about the location and size of the plots, the rate of lease premium and the schedule of payment. Under the scheme plots are to be reserved for societies formed by persons belonging to various categories as mentioned in the Appendix. A 20% reservation is provided for societies formed by officers and employees working inter alia with public sector undertakings. Regulation 5 requires the election of a Chief Promoter. Regulation 6 imposes various conditions of eligibility among them - (i) residence in Maharashtra for a period not less than fifteen years and (ii) that a member should not have a dwelling unit in Navi Mumbai or in new towns for which the scheme has been published. The manner in which the plot has to be allotted is thereafter prescribed in the regulation. Regulation 9 provides for allotment of plots under the scheme after completion of scrutiny. Where more than one society is found eligible, the allotment is by draw of lots. Provisions have been made in the scheme for the stipulation of the area of the plot, the payment of lease premium and a submission of an application for the registration of a co-operative society.

18. In the present case, the allotment under the agreement of lease was to Air India as far back in 1992 for the construction of staff quarters. The allotment in the present case is not in pursuance of a scheme that is contemplated by the Regulations of 2008. Air India, to place the case of CIDCO at its highest, was in breach of the conditions stipulated in the agreement of lease. CIDCO regularized that breach by the demand of additional premium and permitted an allotment to be made by Air India of the constructed flats to its employees on the basis of an

outright sale. Such an allotment, was evidently not governed by the Regulations of 2008. As a matter of fact, the record would indicate that the process had begun much prior to the publication of the amending Regulations of 2008. Even the earlier Regulations of 1999 contemplate a scheme under which allotments would be made. This was not an allotment of that nature.

19. In the circumstances, we are of the view that the action of CIDCO in insisting upon the observance of a fifteen years' residential requirement (in the State) as a condition of eligibility for the employees of Air India was contrary to law and would have to be set aside. Independently we are of the view that having regard to the background of the case and the nature and purpose of the allotment, it would be necessary to record the undertaking which has been tendered on behalf of the Petitioners to the effect that no employee to whom an allotment is made owns more than one residential unit in Navi Mumbai, either in his or her name, or as the case may be, in the name of the spouse, or family consisting of dependent children. We accept the undertaking. We direct that in consequence CIDCO shall examine the proposals for eligibility in terms of the earlier orders of the Division Bench dated 30 June 2010 and 9 February 2011 and in terms of the aforesaid directions. This process shall be completed by CIDCO within a period of one month of the date on which an authenticated copy of this order is made available.

20. The reliefs which were separately sought against Air India have not been pressed at this stage in view of the fact that the only dispute which arose at this stage was with CIDCO.

21. In the view which we have taken it has not been necessary for this Court to consider the challenge to the constitutional validity of the Regulations which has not been pressed.

Rule is made absolute in the aforesaid terms.

There shall be no order as to costs.

Stay refused.

**(Dr. D.Y. Chandrachud, J.)**

**(R.D.Dhanuka, J.)**