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IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO.318 OF 2026

1. NEPTUNE LIFESPACE LLP
HAVING ITS REGISTERED OFFICE,
AT 404, MAHESHWARI BUILDING,
OPP TULIP BUILDING, S V ROAD,
SANTACRUZ WEST, MUMBAI,
MAHARASHTRA, INDIA, 400054
THR. IT'S AUTHORISED PARTNER
MR. SURESH J. TEKCHANDANI
S/o. JAIRAM TEKCHANDANI,
AGED 55 YEARS,
BUSINESS, INDIAN NATIONAL
HAVING OFFICE AT LAS TERRAZOS,
GROUND FLOOR
BEHIND MIMOSU CAFE
NEAR HP PETROL PUMP, SIOLIM
MARNA ROAD, CUNCHELIM,
MAPUSA BARDEZ GOA-403507.

2. MRS. SIMRAN SURESH TEKCHANDANI
D/O. SURESH J. TEKCHANDANI
AGED 30 YEARS, INDIAN NATIONAL
BUSINESS, MARRIED
RESIDENT OF 1002,
PALI PALMS, CHS, 16th ROAD,
BANDRA(W), MUMBAI-400053

3. MR. SURESH J. TEKCHANDANI
S/o. JAIRAM TEKCHANDANI,
AGED 55 YEARS,
BUSINESS, INDIAN NATIONAL
RESIDENT OF 1002, PALL PALMS,
CHS, 1672 ROAD, BANDRA(W),
MUMBAI-400053 ….. Petitioners.

Versus

1. THE TOWN AND COUNTRY
PLANNING DEPARTMENT,
THROUGH CHIEF TOWN PLANNER

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DEMPO TOWERS, 2ND FLOOR
PATTO PLAZA, PANAJI- GOA, 403001.

2. MR. PAVAN RAMRAKHYANT,
MAJOR OF AGE, INDIAN NATIONAL
RESIDENT OF 401, 4th FLOOR,
TIRUMALA CLASSIC APARTMENTS
PLOT NO 218, ROAD NO.8, WEST
MARREDPALLY, SECUNDERABAD,
INDIA

3. MR. PRITHVIRAJ RAMRAKHYANT
MAJOR OF AGE, INDIAN NATIONAL
RESIDENT OF 401, 4th FLOOR,
TIRUMALA CLASSIC APARTMENTS
PLOT NO 218, ROAD NO.8, WEST
MARREDPALLY, SECUNDERABAD,
INDIA. ….. Respondents.

Mr Parag Rao, Mr. Jitendra Supekar and Ms D. Korgaonkar, Advocates for the Petitioners.
Mr Siddharth Samant, Addl. Govt. Advocate for the Respondent No.1.
Ms. Priyanka Kamat and Ms Saisha Mandrekar, Advocates for Respondent Nos.2 and 3.

CORAM:- VALMIKI MENEZES &
AMIT S. JAMSANDEKAR, JJ.

DATED :- 13th October, 2026

JUDGMENT (Per Valmiki Menezes, J.)

1. Rule. Rule made returnable forthwith.

2. By consent of the parties, heard finally.

3. Ms Kamat, learned Counsel waives notice on behalf of the Respondents Nos.2 and 3 and Mr Samant, learned Addl. Govt. Advocate waives notice on behalf of Respondent No.1.

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4. The Petitioner has impugned the order dated 30.09.2025 passed by the Senior Town Planner, North, Mapusa, Bardez Goa, whereby the earlier order revoking the technical clearance granted to the project was reviewed and set aside.

5. The principal grounds of challenge raised by the Petitioner are twofold. First, it is contended that the Town Planner had no jurisdiction to review the earlier order dated 31.05.2024, whereby the technical clearance granted under the order dated 05.09.2023 had been revoked. Secondly, it is contended that the Town Planner exceeded his jurisdiction by adjudicating upon the rival claims of the Petitioner and Respondent Nos. 2 and 3 regarding their status as designated partners of the LLP and, in effect, holding that Respondent Nos. 2 and 3 were entitled to represent the LLP operating under the name and style of Neptune Lifespace LLP.

6. The petition has been opposed by Respondent Nos. 2 and 3, represented by Ms. Kamat, who has advanced oral submissions. It is submitted that the Petitioner lacks locus standi to maintain the present petition, as he ceased to be a partner of the LLP with effect from 20.01.2023. In this regard, it is further submitted that the Petitioner had entered into a Memorandum of Understanding (MOU) dated 20.01.2022, under which he transferred his rights in the LLP in favour of Respondent Nos. 2 and 3. It is contended that the Petitioner also filed Form 13, being the declaration under Section 24 of the Limited Liability Partnership Act, 2008, before the Registrar of Companies (ROC). According to learned counsel, the filing of Form 13 had the effect of depriving the Petitioner of any right to represent the LLP.

7. It is further submitted that Respondent Nos. 2 and 3 lodged a complaint with the ROC regarding the Petitioner's refusal to sign Forms 3 and 4, despite having transferred his rights under the MOU and having received

the entire consideration payable thereunder.

8. Learned counsel further contends that the Town Planner duly considered the case of Respondent Nos. 2 and 3, including the execution of the MOU, the receipt of consideration by the Petitioner, and the submission of the requisite form for transferring the Petitioner's rights to represent the LLP in favour of Respondent Nos. 2 and 3. It is submitted that the Town Planner arrived at a categorical finding that, in view of the MOU entered into between the parties, the Petitioner had ceased to have the right to represent the LLP with effect from 20.01.2023 and that such right vested in Respondent Nos. 2 and 3. Consequently, according to learned counsel, the Town Planner rightly held that the order revoking the technical clearance granted on 05.09.2023 had been correctly passed.

9. We have considered the rival submissions, the provisions of the Town and Country Planning Act, and the Goa Building Regulations.

10. The project forming the subject matter of the dispute between the Petitioner and the Respondents was granted development permissions and technical clearance by the Town Planner in accordance with the applicable regulations.

11. At the relevant time, the application for technical clearance had been submitted by a different set of partners, other than the Petitioner and Respondent Nos. 2 and 3, who had also furnished the requisite declarations. Admittedly, however, those persons were not authorised by the LLP to submit such an application. Nevertheless, the Town Planner granted the technical clearance on 05.09.2023.

12. Thereafter, the Petitioner Nos. 2 and 3 filed an application seeking revocation of the development permissions in terms of Resolution No. 3.10 of the Building Regulations. In the said application, they claimed to

be partners of Petitioner No. 1 LLP. Upon consideration of the application, the Town Planner revoked the original technical clearance by an order dated 31.05.2024.

13. The said order of revocation was never challenged by Respondent Nos. 2 and 3, who now contend that it had been obtained on the basis of misrepresentation by the Petitioners before the Town Planner. Instead of challenging the order dated 31.05.2024 in appropriate proceedings, Respondent Nos. 2 and 3 filed a further application seeking revocation of the said order.

14. Clearly, such an application amounted to an application for review of the order of revocation passed by the Town Planner. Having regard to the scheme of the applicable regulations, we find that the Town Planner, being a technical authority entrusted with examining projects from the perspective of planning requirements, has not been conferred with the power of review. It is well settled that the power of review must be specifically conferred upon an authority by law, failing which such authority cannot exercise that power.

15. On this ground alone, the impugned order dated 30.09.2025, whereby the order dated 31.05.2024 was reviewed and set aside, must be held to be without jurisdiction.

16. Upon perusal of the impugned order, we further find that the Town Planner considered the rival submissions advanced by the parties and the various documents produced by them. These included the MOU entered into between the parties, the payments and commercial transactions between them, and the various forms and documents filed before the ROC. The Town Planner also took note of the complaint lodged by Respondent Nos. 2 and 3 before the ROC concerning the Petitioner's refusal to file Forms 3 and 4 under Sections 23 and 25 of the LLP Act.

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17. On the basis of these submissions and documents, the Town Planner proceeded, as though exercising the jurisdiction of a Civil Court and effectively adjudicated upon the dispute between the parties by holding that Respondent Nos. 2 and 3 were entitled to represent the LLP.

18. We find that, in doing so, the Town Planner effectively usurped the jurisdiction of the civil court or such other appropriate forum competent to adjudicate upon the commercial dispute between the parties. Respondent Nos. 2 and 3 contend that the Petitioner Nos. 2 and 3 have received the entire consideration payable under the MOU and, consequently, that the right to represent the LLP vests in Respondent Nos. 2 and 3. This position has been seriously disputed by the Petitioner Nos. 2 and 3.

19. In our view, such a dispute must be adjudicated upon by instituting an appropriate commercial suit or such other civil proceedings as may be available in law, through which the parties may seek enforcement of the MOU or any other contractual arrangement between them. We have no hesitation in holding that the Town Planner is not the appropriate forum for resolving such a dispute. For the aforesaid reasons, we are clearly of the view that the Town Planner has acted beyond the scope of his jurisdiction.

20. Consequently, the Writ Petition is allowed. The impugned order dated 30.09.2025 passed by Respondent No. 1 is hereby quashed and set aside.

21. The Rule is made absolute in terms of prayer clause (a).

22. We clarify that none of the observations made in this judgment shall influence the consideration or adjudication of the dispute between the parties by any competent civil forum, should the parties seek to pursue appropriate civil proceedings for its resolution.

23. Needless to state, the order of revocation dated 31.05.2024 stands restored.

AMIT S. JAMSANDEKAR, J. **VALMIKI MENEZES, J.**