

Report No. 49873-IN

The Inspection Panel 

**Report and Recommendation on
Request for Inspection**

**INDIA: Mumbai Urban
Transport Project
(Loan No. 4665-IN; Credit No.
3662-IN)**

August 7, 2009

The Inspection Panel

Report and Recommendation on Request for Inspection

INDIA: Mumbai Urban Transport Project (Loan No. 4665-IN; Credit No. 3662-IN)

A. BACKGROUND

1. On May 29, 2009¹, the Inspection Panel received a Request for Inspection, related to the India: Mumbai Urban Transport Project (hereinafter “the Project”). The Request was jointly submitted by Messrs Ambrish Mehta, Deepak Mehta, and Hinesh Mehta, three brothers who are owners of Plot. No. 102, Triveni Bhavan, C.T.S. No. 13/12 to 13/21 & 13 (b) situated in the Gandhi Nagar Plan within the Revenue Village of Tirandaz, Taluka Kurla, Adi Shankarcharya Marg, I.I.T Main Gate, Powai, Mumbai - 400 076 (hereinafter “the Property”) in the city of Mumbai, India. They submitted the Request on their own behalf and claim to be adversely affected by the Project, and especially by its resettlement program.
2. The Panel registered the Request on June 9, 2009 and thereby notified the Executive Directors and Bank Management of the receipt of the Request. Management submitted its response on July 13, 2009 (the “Management Response”). As provided in paragraph 19 of the 1993 Resolution establishing the Inspection Panel (the “1993 Resolution”),² the purpose of this report is to determine the eligibility of the Request and make a recommendation to the Executive Directors as to whether the matters alleged in the Request should be investigated.
3. This is the fifth request for inspection received on the Project. The Project was investigated by the Inspection Panel in 2004 when four successive requests were submitted to the Panel on behalf of several hundred residents and shopkeepers from the project area. The Panel carried out an investigation and issued its Investigation Report on December 21, 2005. Upon approving Management’s remedial Action Plan on March 28, 2006 the Board also asked Management to submit a Progress Report no later than six months after the Board meeting and requested the Panel to report on progress on the implementation of the Action Plan. Since then, Management has regularly updated the Board on the implementation of the Action Plan and, according to the Third Progress Report, is likely to submit at least one final progress report before the Project closes.³

B. THE PROJECT

4. The Project is a US\$ 1.1 billion urban transport project which was approved on June 18, 2002. Of this total amount, US\$463 million is financed by an IBRD Loan and US\$92 million by an IDA credit whereas the remaining US\$568 million is financed by the Government of India.

¹ A copy of the Request for Inspection with original signatures was submitted on June 9, 2009.

² International Development Association (IDA) Resolution 93-6, dated September 22, 1993 (“the 1993 Resolution”).

³ Third Progress Report on Implementation of Action Plan, India Mumbai Urban Transport Project, March 13, 2009, p. 4.

5. The Project objective is to facilitate urban economic growth and improve quality of life through the development of an efficient and sustainable urban transport system and effective institutions that can meet the needs of residents and users in the Mumbai Metropolitan Region.⁴
6. The Project was restructured in September 2008 which resulted in an extension of its closing date to December 2009 and the removal of certain activities where progress was “excessively slow”.⁵ After restructuring, the 3 main components of the Project are as follows⁶:
 - i. **Component 1 – Rail Transport**, which includes improving the performance of the suburban rail network by providing infrastructure and technical assistance.
 - ii. **Component 2 – Road-based Transport**, which includes traffic control and management schemes, procurement of buses, and road widening of the Santa Cruz-Chembur Link Road (SCLR) and the Jogeshwari-Vikhroli Link Road (JVLR).
 - iii. **Component 3 – Resettlement and Rehabilitation**, which mainly comprises housing construction and provision of R&R services for project-affected persons.
7. The Project is implemented by several entities and coordinated by the Mumbai Metropolitan Regional Development Authority (MMRDA).

C. THE REQUEST

8. The Request for Inspection is summarized below. A complete copy of the Request and its corresponding attachments are attached to this Report as Annex I.
9. The Requesters are three brothers who live with their families in an area of Mumbai known as Powai. They state that their Property, which comprises rental shops and residences, is to be acquired due to the widening of the Jogeshwari-Vikhroli Link Road (JVLR) Phase II which is an East-West Linkage under Component 2.
10. They state in the Request for Inspection that the MMRDA “*came to demolish [their] structure*” in 2006; to prevent the possibility of any such future demolition and to obtain “*justice*”, the Requesters state they approached the High Court and obtained a Stay Order. The Requesters claim they have “*suffered in the MUTP JVLR Phase II*” and “*have done lots of struggle in these 2 yrs*” and been “*torched (sic) physically, mentally, and financially*” because they have been told to demolish their Property prior to claiming or receiving compensation. They write that “*putting the demoli[tion] condition before giving the compensatory benefits*” is “*contrary to R and R Policy*”.
11. They further state that on April 8, 2009 they “*received a phone call from MMRDA for negotiation*”. They say they agreed to negotiate and that discussions with MMRDA over a course of three days led to a negotiated settlement which the MMRDA asked them to document and

⁴ Project Appraisal Document (PAD) on a proposed loan in the amount of US\$ 463.0 million and a credit in the amount of SDR62.5million (US\$79.0 million equivalent) to India for the Mumbai Urban Transport Project, May 21, 2002, 3.

⁵ Third Progress Report on Implementation of Action Plan, India Mumbai Urban Transport Project, March 13, 2009, p.5.

⁶ India: Mumbai Urban Transport Project – Project Restructuring Project Paper R2008-0202, IDA/R2008-0270.

submit. The Requesters state that they documented the terms of the settlement and their acceptance of it and submitted it to the MMRDA.

12. According to the Requesters, the MMRDA wrote in a subsequent letter that the settlement submitted by the Requesters was “conditional” as it was not “signed by any authority”. MMRDA thus requested them to “dismantle the structure” and come forward to claim benefits within seven days of the receipt of the letter or else “[their] request of any nature in this regard will not be entertained” by the MMRDA.
13. The Requesters state that they have contacted and kept World Bank staff in the India Resident Mission supervising the Project updated on developments about their property. They claim, however, that their last three communications with the Bank were not answered.
14. They also state that they are ready for negotiation and will accept the negotiated settlement reached in their April 2009 meetings with MMRDA, as recorded by them in their correspondence with MMRDA, provided they are given allotment papers and possession of the compensatory residential and commercial properties offered to them. They also signal their willingness to withdraw their High Court case.
15. Finally, the Requesters ask that the Inspection Panel recommend an investigation of these matters “on an urgent basis”.
16. In the Notice of Registration, the Panel noted that the above claims may constitute non-compliance by the Bank with various provisions of the following Operational Policies and Procedures:

OD 4.30 Involuntary Resettlement
OP/BP 13.05 Project Supervision

D. MANAGEMENT RESPONSE

17. Management’s Response to the Request for Inspection dated July 10, 2009 was submitted to the Inspection Panel on July 13, 2009.⁷ A brief summary of the Management Response follows, a complete copy of which is attached to this Report as Annex II.
18. Management believes that overall the Project is progressing well and is achieving its development objectives. It adds however that the Project continues to be a highly challenging undertaking and implementation remains slow as reflected by low disbursement levels. Over 90 percent of PAPs have been resettled and rehabilitation services are in effect.⁸
19. Management acknowledges that the Requesters Property, which they had rented out to tenants who were in turn resettled by MMRDA in 2007, was affected by civil works connected to JVLR-II. Management notes, however, that since the Requesters became “legal title holders” of the Property on January 25, 2006, earlier compensation-related discussions with MMRDA were not

⁷ Request for Inspection of the India: Mumbai Urban Transport Project (Loan No. 4665-IN; Credit No. 3662-IN) – Management Response, July 10, 2009.

⁸ Management Response, pp.3-4.

successful. Management writes that “MMRDA initially considered that the Requesters either did not trust the resettlement process or sought to gain more benefits, which led to disagreement on how to resolve the compensation issue”.⁹

20. The Requesters submitted property ownership documents to MMRDA on October 18, 2006 but reaching an agreement on appropriate compensation remained difficult since, according to Management, the Requesters were unwilling to accept Transferable Development Rights (TDR) which was usually what MMRDA offered to absentee land owners under the MUTP’s R&R Policy. On April 2, 2007, the Requesters sought an injunction against disturbance to their Property by filing a suit in the City Civil Court but this suit was rejected on grounds that the Requesters had already been offered compensation by MMRDA in 2004. The Requesters then obtained a Stay Order from the High Court.¹⁰
21. Management adds that Bank staff has followed up on the case since April 2007 when the Panel first forwarded a letter from the Requesters to Management. Management states that Requesters have been responded to via emails, face to face meetings, and phone calls.
22. On the question of whether a negotiated settlement was reached between the Requesters and MMRDA during discussions held between April 9-10, 2009 as per the Requester’s claim, Management states it cannot verify the existence of such a settlement as the discussions were not documented. Management does however refer to Bank-facilitated negotiations between Requesters and MMRDA held on March 26, 2009 which remained inconclusive.¹¹
23. Management has informed the Panel that, despite the “mutual lack of trust” and the fact that the matter was before the Courts, “the matter has been amicably resolved with the MMRDA offering Requesters four shops at Powai Plaza and four residences at Majas Site, based on mutual consent.” This agreement was reached when MMRDA offered to issue allotment papers on the condition that the Requesters demolish their Property before receiving keys to their new shops and residences. The Requesters demolished their Property on June 28, 2009 and received keys from MMRDA on June 30, 2009.¹²
24. Management expresses its satisfaction at the resolution of this matter and also believes that the Bank has made every effort to apply its policies and procedures.

E. OBSERVATIONS

25. The Panel has received notification on June 27, 2009¹³ from the Requesters in which they confirm the arrangement described in Paragraph 23 regarding the allotment to them by MMRDA of four shops and four residential properties, the demolition of their Property, and the subsequent withdrawal of their case in the City Civil Court.
26. In their electronic communication sent to the Panel, the Requesters express satisfaction with this arrangement and thank both the Inspection Panel and the World Bank Management for their

⁹ Management Response, p.6.

¹⁰ Management Response, pp. 5-7.

¹¹ Management Response, p. 7.

¹² Management Response, p. 8-9.

¹³ Email communication sent to Deputy Executive Secretary of Inspection Panel by Requesters, June 27, 2009.

“cooperation and initiative” in helping them *“settle the matter”*. The Panel wants to record the positive contributions of all parties to this process which led to an early resolution of the Requesters’ concerns.

F. CONCLUSION

27. Given the communication received from the Requesters which indicates that a satisfactory resolution of the matters of concern to them has been achieved, and in view of Management’s positive response to the Requesters’ concerns, **the Panel recommends that it discontinue further processing of this Request.**
28. If the Board of Executive Directors concurs with the foregoing, the Inspection Panel will advise the Requesters and Management accordingly.

ANNEX 1

To: Executive Secretary, The Inspection Panel
1818 H Street, NW, Washington, DC 20433, USA
Fax No. 202-522-0916; or c/o the appropriate World
Bank Country Office

1. We are three brothers Deepak Mehta, Ambrish Mehta and Hinesh mehta live in the area known as **Mumbai (Powai IIT Maingate)**.

2. We have suffered in MUTP J.V.L.R. Phase II for plot no. 102, TRIVENI BHUVAN C.T.S. No. 13/12 to 13/15, 13/17 to 13/21 and 13(B) Admeasuring about 775 sq. yards at A.S. Marg, Powai, Mumbai 400076 located in India (Mumbai)

3. From 2004 we are communicating with MMRDA regarding the above address but I am not getting any satisfactory result. I am the owner of above property. In 2006 without informing me they gave an alternate to all my tenants and in top of that they came to demolish my structure. Then I went to the court for justice and there I have spend a huge amount of money in court with the lawyers, senior lawyers. It is because of the court I have got my stay order. I have done lots of struggle in these 2yrs. I have been **torched** physically, mentally and financially. MMRDA is only and only responsible for this. I have been writing letters from 2004 - till date to them regarding this matter, still they gave alternate to my tenants without informing me. They ignored all our letters. Recently in April 2009 I received a phone call from MMRDA for negotiation. Our property matter is already in court still they called me for negotiation. I agreed for the negotiation. I accepted their proposal and then chief R and R told me to give the accepted proposal on stamp paper. After that I gave the proposal on 11th May 2009. On 12th May 2009 I received a letter from MMRDA in that it was written that I have to first demolish my structure and then they will give the alternate. Now how is this possible. Already I have my court stay. I gave reply letter on 14th May 2009 in that I have written that give me allotment letter, possession and registration document and then I will withdraw my case from court and then they can demolish my structure. Either I told them that we shall draw up consent terms setting out of the agreed terms and the same shall be filled before the court. But they did not agree with all of this. They are telling first demolish the structure and after that we will give u the compensation. This is against R & R policy. I went personally to meet additional commissioner and he told me you write letters to world bank then take the compensation also from world bank only. I write emails to world bank because world bank finances the project. For all PAP (project affected people) World bank is the support. World bank is my guardian. I will still continue to write letters to world bank

4. a) **According to Revised implementation Manual** chapter no 14. The Land aquisition paragraph no 13 private land is not been observed.

b) Chapter no 14 paragraph no 19. The Land aquisition Act 1894. I should have received land aquisition notice U/S 125 of maharashtra Regional and town planning act 1966 but they sent me land aquisition notice U/S 32(1) MMRDA Act 1974. Their is lot of diffrence in compensation of both policy. I have discussed about this with social development officer **Shri Satayan Mishra** and he also agreed with this and I received a mail also. But results are nothing. MMRDA has still not cancelled the notice

c) On 11th May I gave them there accepted proposal in writing on stamp paper. After that on 12th May they gave me a reply letter in that it was written that first demolish the structure first and then take the compensation. It was really surprising for me that they are putting the demolishing condition before giving the compensatory benefits which is contrary to R and R policy

They Are playing with the policies. Utter Voilence.

5. World bank has always replied us for all our mails. There are no issues with this but MMRDA has never taken action. I am in touch with Social Development Officer Shri Satyan Mishra at New Delhi. MMRDA was not giving the proposal in writing then he told me that u give the negotitation letter in writing. **THEY NEVER GIVE THE OFFER IN WRITTING AND THEY JUST TALK**. Because Shri Satyan Mishra told me to give the offer in writing I gave it and now because of

that i am in an mess.HENCE this is PROVED that i m ready for negotiation & MMRDA is not.I am not the obstracle for the Project,MMRDA is Resprnsible for delaying project.Now Shri Satyan Mishra says that now your negotiation will be carried out in the court if that was the case then why did he tell me to give the offer in writing ? I have not received the response of my last 3 mails Dated :15/05/09 to smishra@worldbank.org,19/05/09 to ireaddy@worldbank.org, 22/05/09 to socialprotection@world bank.org

6.We request the Inspection Panel recommend to the World Bank's Executive Directors that an investigation of these matters should be carried out on URGENT basis.

Signatures:Ambrish Mehta.


Date:29/05/09.

Contact address, telephone number, fax number and email address: __403.brindavan __llt maingate,powai,mumbai-400076__ 9819751110_9819893727.
m.ambrish@yahoo.com.

List of attachments: first 6 pages of letter Dated 11th may 09,
seventh page of 12th may 09,
last 4 pages of letter Dated 14th may.

MATTER MOST URGENT.



    
Letter.jpg 1.jpg 2.jpg 3.jpg 4.jpg

To: Executive Secretary, The Inspection Panel
1818 H Street, NW, Washington, DC 20433, USA
Fax No. 202-522-0916; or c/o the appropriate World
Bank Country Office

1. We are three brothers Deepak Mehta, Ambrish Mehta and Hinesh mehta live in the area known as Mumbai (Powai IIT Maingate).

2. We have suffered in MUDP J.V.L.R. Phase II for plot no. 102, TRIVENI BHUVAN C.T.S. No. 13/12 to 13/15, 13/17 to 13/21 and 13(B) Admeasuring about 775 sq. yards at A.S. Marg, Powai, Mumbai 400076 located in India (Mumbai)

3. From 2004 we are communicating with MMRDA regarding the above address but I am not getting any satisfactory result. I am the owner of above property. In 2006 without informing me they gave an alternate to all my tenants and in top of that they came to demolish my structure. Then I went to the court for justice and there I have spend a huge amount of money in court with the lawyers, senior lawyers. It is because of the court I have got my stay order. I have done lots of struggle in these 2yrs. I have been torched physically, mentally and financially. MMRDA is only and only responsible for this. I have been writing letters from 2004 - till date to them regarding this matter, still they gave alternate to my tenants without informing me. They ignored all our letters. Recently in April 2009 I received a phone call from MMRDA for negotiation. Our property matter is already in court still they called me for negotiation. I agreed for the negotiation. I accepted their proposal and then chief R and R told me to give the accepted proposal on stamp paper. After that I gave the proposal on 11th may 2009. On 12th may 2009 I received a letter from MMRDA in that it was written that I have to first demolish my structure and then they will give the alternate. Now how is this possible. Already I have my court stay. I gave reply letter on 14th May 2009 in that I have written that give me allotment letter, possession and registration document and then I will withdraw my case from court and then they can demolish my structure. Either I told them that we shall draw up consent terms setting out of the agreed terms and the same shall be filled before the court. But they did not agree with all of this. They are telling first demolish the structure and after that we will give u the compensation. This is against R & R policy. I went personally to meet additional commissioner and he told me you write letters to world bank then take the compensation also from world bank only. I write emails to world bank because world bank finances the project. For all PAP (project affected people) World bank is the support. World bank is my guardian. I will still continue to write letters to world bank.

4. a) According to Revised Implementation Manual chapter no 14. The Land aquisition paragraph no 13 private land is not been observed.

b) Chapter no 14 paragraph no 19. The Land aquisition Act 1894. I should have received land aquisition notice U/S 125 of maharashtra Regional and town planning act 1966 but they sent me land aquisition notice U/S 32(1) MMRDA Act 1974. Their is lot of diffrence in compensation of both policy. I have discussed about this with social development officer Shri Satayan Mishra and he also agreed with this and I received a mail also. But results are nothing. MMRDA has still not cancelled the notice.

c) On 11th may i gave them there accepted proposal in writing on stamp paper .After that on 12th May they gave me a reply letter in that it was written that first demolish the structure first and then take the compensation .It was really surprising for me that they are putting the demolishing condition before giving the compensatory benefits which is contrary to R and R policy.

They are playing with the policies. Utter Violence.

5 World bank has always replied us for all our mails. There are no issues with this but MMRDA has never taken action.I am in touch with Social Development Officer Shri Satyan Mishra at New Delhi. MMRDA was not giving the proposal in writing then he told me that u give the negotiation letter in writing.THEY NEVER GIVE THE OFFER IN WRITTING AND THEY JUST TALK .Because Shri Satyan Mishra told me to give the offer in writing i gave it and now because of that i am in an mess.HENCE this is PROVED that i m ready for negotiation & MMRDA is not.I am not the obstracle for the Project,MMRDA is Responsible for delaying the project.Now Shri Satyan Mishra says that now your negotiation will be carried out in the court if that was the case then why did he tell us to give the offer in writing ? I have not received the response of my last 3 mails Dated :15/05/09 to smishra@worldbank.org;19/05/09 to ireaddy@worldbank.org, 22/05/09 to socialprotection@world bank.org.

6. We request the Inspection Panel recommend to the World Bank's Executive Directors that an investigation of these matters should be carried out on URGENT basis.


Deepak Mehta


Ambrish Mehta.

Date:09/06/09.

Contact address, telephone number, fax number and email address: 403. Brindavan, IIT main gate, powai, mumbai-400076 9819751110, 9819893727. m.ambrish@yahoo.com.

List of attachments: first 6 pages of letter Dated 11th may 09,
seventh page of 12th may 09,
last 4 pages of letter Dated 14th may.

MATTER MOST URGENT.



SV No. 207
MAHARASHTRA
29 APR 2009
Officer

श्रीमता स्टीमनरी बर्ड, क्लिन वॉ. १,
१४४, एम. जी. रोड, एरस्तोमध्ये गंधार्व, साका चौक
मुंबई-२३.

BV 049803

परवानाधारक मुद्रांक विक्रेता
परवाना क्रमांक नं. २०७

11 MAY 2009

7128

Amrish Mehta
W/S/Mrs/Mr
कर्मचारी/स्त्री/श्री

SMT. T. S. SAWANT

Received on 11/1/00
S. He B.

1. SHRI DEEPAK CHAMPAKLAL MEHTA,
 2. SHRI AMBRISH CHAMPAKLAL MEHTA
 3. SHRI HINESH CHAMPAKLAL MEHTA
- 403, Brindavan Co-operative Housing Society,
Ltd., I.I.T. Main Gate, Powai, Mumbai- 400 076.

Date : 11th June, 2009.

To,
The Chief R & R,
Mumbai Metropolitan Region Development Authority,
Bandra Kurla Complex, Bandra(East),
Mumbai - 400 051.

Sub : MUTP: Proceedings for acquiring of part of the Land
for MUTP J.V.L.R. Phase II for Plot No.102, Triveni
Bhavan, C.T.S. No.13/12 to 13/21 & 13(b) situated in
The Gandhi Nagar Plan within the Revenue Village of
Tirandaz, Taluka Kurla, A.S.Marg, Powai,
Mumbai - 400 076.

We, 1.SHRI DEEPAK CHAMPAKLAL MEHTA, 2.SHRI AMBRISH CHAMPAKLAL MEHTA and 3.SHRI HINESH CHAMPAKLAL MEHTA all adults of Mumbai, Indian Inhabitants having their address at 403, Brindavan Co-operative Housing Society Ltd., I.I.T. Main Gate, Powai, Mumbai - 400 076 have to state as under: -

1. We are the owners of the property i.e. a piece and parcel of land bearing Plot No.102 of Section "C", bearing Survey No.33(Part) and C.T.S. No.13/12 to 13/15 & 13/17 to 13/21 & 13(b) situated in the Gandhi Nagar Plan within the Revenue Village of Tirandaz, Taluka Kurla, Powai, Mumbai - 400 076 (hereinafter referred to as the said Plot of Land).

2. We say that out of the aforesaid Plot of Land a part of the land, which was demarcated, was to be acquired by the M.M.R.D.A., for the purpose of widening of Jogeshwari - Vikhroli Link Road, under the Mumbai Urban Transport Project.

3. We say that in the aforesaid matter, as the MMRDA was carrying out acquisition of the said demarcated plot, out of our said Plot of Land, without following the due process of law, we had filed proceeding in the Hon'ble City Civil Court bearing S.C.Suit No.1054 of 2007 seeking permanent injunction restraining the M.M.R.D.A. their servants, agents, representatives and/or any other person/s claiming through them from dispossessing and/or disturbing the Plaintiffs' (i.e. 1.SHRI DEEPAK CHAMPAKLAL MEHTA, 2.SHRI AMBRISH CHAMPAKLAL MEHTA and 3.SHRI HINESH CHAMPAKLAL MEHTA) possession of the said Plot of Land being piece and parcel of land bearing Plot No.102 of Section "C", bearing Survey No.33(Part) and C.T.S. No.13/12 to 13/21 & 13(b) situated in the Gandhi Nagar Plan within the Revenue Village of Tirandaz, Taluka Kurla, Powai, Mumbai - 400 076 and taking any action of demolition and/or removal of the structures situated in the said Plot of Land, save and except by following due process of law.

4. We say that in the aforesaid matter in an Appeal from Order No.1252 of 2008 filed in Hon'ble High Court statement was made by the Advocate appearing on your behalf that our possession with respect to the said Plot of Land will not be disturbed, except by due process of Law.

5. We say that on 8th April, 2009 one of us namely Ambrish Champaklal Mehta received phone call from your office requesting for negotiating in the aforesaid matter and for settlement of the aforesaid matter.

6. We say that accordingly, the said Ambrish Champaklal Mehta on 8th, 9th & 10th April, 2009 visited your office and had detailed discussion with you, in connection with the aforesaid matter. We say that in the said meeting a proposal was put by you stating that in lieu of our area which has been demarcated by the M.M.R.D.A. for acquisition, the M.M.R.D.A. will be granting us 2 residential flats admeasuring 225 sq.ft. (carpet area) at Garodia Nagar, Ghatkopar (East) and another 2 residential flats

admeasuring 225 sq. fts. (carpet area) at Majas Colony on Jogeshwari Vikhroli Link Road, and four (4) commercial galas in Powai Plaza, each gala admeasuring 225 sq. fts. (carpet area). We further say that we were also asked to select four(4) galas out of six (6) galas which was reserved for us by the M.M.R.D.A. in the said Powai Plaza, Near Hiranandani, Powai.

7. We further say that thereafter we were asked to meet one Shri. Milind Mhaskar, Project Director and Additional Commissioner, M.M.R.D.A. for finalizing the terms of the said Proposal given by the M.M.R.D.A. as mentioned in the aforesaid paragraph. Accordingly we met the Project Director and Additional Commissioner, M.M.R.D.A. on 14th April, 2008 and had discussion with respect to the said proposal submitted by M.M.R.D.A. who asked us to finalize the terms in accordance with the said proposal submitted by the M.M.R.D.A.

8. We say that we had detailed discussion within ourselves and have finally decided to accept the proposal put forward by the M.M.R.D.A.


9. We say that accordingly on 8th May, 2009, one of us namely Ambrish Mehta visited your office and personally informed you about the acceptance of the proposal as mentioned in paragraph 6 above. We say that you have requested us to give the acceptance of the said proposal in writing.


10. We say that acceptance of the above said proposal is without prejudice to our rights and contentions. In case these negotiations fail, we reserve the right to continue the aforesaid proceedings and any initiate any other proceeding to protect our rights, which is permissible in law. We further say that, if the negotiations between us succeed, then we shall draw up consent terms setting out the agreed terms and the same shall be filed before the Hon'ble City Civil Court in S.C Suit NO. 1054 of 2007.

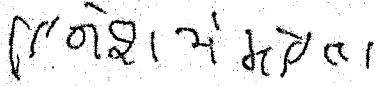
11. We therefore, without prejudice to our rights and contentions in the aforesaid matter, say that we hereby accept your proposal of allotment of 2 residential flats admeasuring 225 sq.fts. (carpet area) at Garodia Nagar, Ghatkopar (East) and another 2 residential flats admeasuring 225 sq.fts.(carpet area) at Majas Colony Jogeshwari Vikhroli Link Road and 4 commercial galas admeasuring 225 sq.fts. (carpet area) each gala out of 6 galas which was reserved for us by the M.M.R.D.A. in the said Powai Plaza, Near Hiranandani, Powai and accordingly we have selected Gala nos.222, 223 and 284 on the 2nd floor of Powai Plaza and Gala No.331 on the 3rd floor of Powai Plaza, Near Hiranandani, Powai.

12. We therefore request you to kindly issue allotment letter with respect to 2 residential flats admeasuring 225 sq.fts.(carpet area) at Garodia Nagar, Ghatkopar (East) and another 2 residential flats admeasuring 225 sq.fts.(carpet area) at Majas Colony Jogeshwari Vikhroli Link Road and 4 commercial galas admeasuring 225 sq.fts. (carpet area)each gala being Gala nos. 222, 223, and 284 on the 2nd floor of Powai Plaza and Gala No.331 on the 3rd floor of Powai Plaza, Near Hiranandani, Powai, at the earliest.

Yours faithfully,


1. SHRI DEEPAK CHAMPAKLAL MEHTA,


2. SHRI AMBRISH CHAMPAKLAL MEHTA


3. SHRI HINESH CHAMPAKLAL MEHTA

CC:

1. The Commissioner,
M.M.R.D.A.
Bandra Kurla Complex,
Bandra (East), Mumbai- 400 051.
2. Addl. Commissioner,
M.M.R.D.A.
Bandra Kurla Complex,
Bandra (East), Mumbai- 400 051.
3. Deputy Secretary of
Urban Development Department,
Mantralaya, Govt. of Maharashtra.
4. Hubert Nove-Josserand,
Task Team Leader MUTP,
The World Bank.
5. Shri. Satya N. Mishra,
Social Development Specialist,
The World Bank, New Delhi-110 003.



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. MUTP/R & R/JVLR-II/ 216 /2009

Dated : 12TH May, 2009

To,

1. Shri. Deepak Champaklal Mehta
 2. Shri. Ambrish Champaklal Mehta
 3. Shri. Hinesh Champaklal Mehta
- 403, Brindavan Co-operative Housing Society Ltd.,
I.I.T. Main Gate, Powai,
Mumbai- 400 072.

**Sub :- MUTP- acquisition of part of land of Plot No. 102, Triveni-
Bhavan, CTS No. 13/12 to 13/21 and 13(b) in Powai, Village
Tirandaz, Taluka Kurla.**

Sir,

The undersigned is in receipt of your letter 11th May, 2009. The said letter is given on Bond Paper of Rs.100/-. The same is not signed by any authority. In this regard, I would like to inform you that your proposal put forward through your letter is rather difficult to accept which is conditional.

You are requested to dismantle the structure located on your land under reference as discussed with you and come forward to accept the compensatory benefits in lieu of your affected land by JVLR-II. If you do not come forward within 7 days from receipt of this letter by dismantling the subject structure under question affected by JVLR-II, your request of any nature in this regards will not be entertained by this office which you should note.

Your faithfully,

Chief (R & R)

12/05/09

1. SHRI DEEPAK CHAMPAKLAL MEHTA,
2. SHRI AMBRISH CHAMPAKLAL MEHTA
3. SHRI HINESH CHAMPAKLAL MEHTA
403, Brindavan Co-operative Housing Society,
Ltd., I.I.T. Main Gate, Powai, Mumbai- 400 076.

Date : 14th May, 2009.

To,
The Chief R & R,
Mumbai Metropolitan Region Development Authority,
Bandra Kurla Complex, Bandra(East),
Mumbai - 400 051.

Sub : MUTP: Proceedings for acquiring of part of the Land
for MUTP J.V.L.R. Phase II for Plot No.102, Triveni
Bhavan, C.T.S. No.13/12 to 13/21 & 13(b) situated in
The Gandhi Nagar Plan within the Revenue Village of
Tirandaz, Taluka Kurla, A.S.Marg, Powai,
Mumbai - 400 076.

Reference:- 1) Our Acceptance of Your Proposal on Stamp Paper
dated 11th May, 2009 (Wrongly Dated:-11th June,
2009).

2) Your Letter dated 12th May, 2009

We, 1. SHRI DEEPAK CHAMPAKLAL MEHTA, 2. SHRI
AMBRISH CHAMPAKLAL MEHTA and 3. SHRI HINESH
CHAMPAKLAL MEHTA all Adults of Mumbai, Indian Inhabitants having
their address at 403, Brindavan Co-operative Housing Society Ltd., I.I.T.
Main Gate, Powai, Mumbai - 400 076 have to state as under: -

1. We have received your aforesaid letter dated 12.5.2009 and are very
much surprised to note the contents thereof.

2. We wish to bring it to your notice that it was as per your instruction
that we had given the said letter dated 11.5.2009 on stamp paper of
Rs.100/- and we were not instructed that it should be signed by any
authority. However if you insist, we are ready to submit a fresh letter of
acceptance duly notarized.

3. We further wish to say and clarify that our said proposal, as per your request is not at all conditional. We further say that we had specifically agreed that the moment the possession of the said 4 commercial galas and the said 4 residential flats as stated in our said letter dated 11th May, 2009 is given to us by you, the said structure on our land could be demolished by you. It was further agreed between us that you would be entering into a registered agreement in respect of the said 4 commercial galas and the said 4 residential premises.

4. We further say that infact it is only at this juncture that you have put a rather difficult condition of demolition of the said structure prior to the granting of the compensatory benefits to us.

5. We say that we will be unable to comply with your said requirement, as the same is very unreasonable and more particularly under the circumstances that your Advocate appearing in the Hon'ble High Court had made a categorical statement that our possession will not be disturbed, except by due process of law. It is therefore really surprising that you are putting a condition of demolition of the said structure on our land before granting compensatory benefits, which is contrary to the said statement made in the Hon'ble High Court.

6. We would like to bring it to your notice that it was only taking into consideration the nature of project (i.e. JVLR-II) that we agreed to your proposal of 4 commercial galas and 4 residential premises by way of compensation for our land which is affected by the said JVLR-II Scheme, inspite of the fact that the same was very much lower than what we had actually demanded. We further say that it was only with a view to settle the aforesaid matter, we had acceded to your aforesaid proposal, but now by putting a rather difficult condition, you have made the settlement of the aforesaid matter difficult.

7. With prejudice to our rights and contentions as more particularly stated in our said letter dated 11th May, 2009 we hereby finally request you to abide by your said proposal of granting 4 commercial galas and 4 residential premises to us by way of compensation for our land affected by JVLR-II. Also please note that the said structure on our said land will not be dismantled/demolished unless we receive our compensation as mentioned aforesaid.

Yours faithfully,

~~_____~~ ~~_____~~

1. SHRI DEEPAK CHAMPAKLAL MEHTA,

~~_____~~

~~_____~~

2. SHRI AMBRISH CHAMPAKLAL MEHTA

श्री अमरिश चं. मे. शा. शा.

श्री अमरिश चं. मे. शा. शा.

3. SHRI HINESH CHAMPAKLAL MEHTA

Encl: Copy of your letter dated 12th May 2009 bearing Ref.No.MUTP/R & R/JVLR-II/216/2009.

CC:

1. The Commissioner,
M.M.R.D.A.
Bandra Kurla Complex,
Bandra (East), Mumbai- 400 051.
2. Addl. Commissioner,
M.M.R.D.A.
Bandra Kurla Complex,
Bandra (East), Mumbai- 400 051.
3. Secretary of Urban Development Department
Mantralaya, Govt. of Maharashtra.

4. Deputy Secretary of
Urban Development Department,
Mantralaya, Govt. of Maharashtra.
5. Hubert Nove-Josserand,
Task Team Leader MUTP,
The World Bank.
5. Shri. Satya N. Mishra,
Social Development Specialist,
The World Bank, New Delhi-110 003.

ANNEX II

**MANAGEMENT RESPONSE TO
REQUEST FOR INSPECTION PANEL REVIEW OF THE
INDIA: MUMBAI URBAN TRANSPORT PROJECT (Loan No. 4665-IN; Credit
No. 3662-IN)**

Management has reviewed the Request for Inspection of the India: Mumbai Urban Transport Project (Loan No. 4665-IN; Credit No. 3662-IN), received by the Inspection Panel on May 29, 2009 and registered on June 9, 2009 (RQ09/06). Management has prepared the following response.

CONTENTS

Abbreviations and Acronyms	iii
I. Introduction.....	1
II. The Request	1
III. Project Background.....	2
IV. Requesters' Claims	4
V. Key Issues Raised by the Request.....	9
VI. Management Response	11

Annexes

Annex 1:	Land Acquisition Procedures in Mumbai
Annex 2:	Management's E-mail Exchanges with the Requesters
Annex 3:	World Bank Supervision Missions March 2006 – January 2009
Annex 4:	Location Plan of JVLR - II
Annex 5:	Map showing Requesters' Property in the Alignment Drawing

ABBREVIATIONS AND ACRONYMS

BEST	Bombay Electricity and Suburban Transport Corporation
BP	Bank Procedures
FSI	Floor Space Index
GoI	Government of India
GoM	Government of Maharashtra
IBRD	International Bank for Reconstruction and Development
IDA	International Development Association
INR	Indian Rupee
JVLR	Jogeshwari-Vikhroli Link Road
LA Act	Land Acquisition Act
MCGM	Municipal Corporation of Greater Mumbai
MMRDA	Mumbai Metropolitan Regional Development Authority
M RTP Act	Maharashtra Regional and Town Planning Act
MSRDC	Maharashtra State Roads Development Corporation
MUTP	Mumbai Urban Transport Project
NGO	Nongovernmental Organization
OD	Operational Directive
OP	Operational Policy
PAP	Project-affected Person
R&R	Resettlement and Rehabilitation
RTI	Right to Information Act
SCLR	Santa Cruz-Chembur Link Road
SRS	Slum Rehabilitation Society
TDR	Transfer Development Rights
USD	United States Dollar

Currency Equivalent (as of December 28, 2007)

US\$ 1 = INR 39

SDR 1 = US\$ 1.57

I. INTRODUCTION

1. On June 9, 2009, the Inspection Panel registered a Request for Inspection, IPN Request RQ09/06 (hereafter referred to as “the Request”), concerning the India: Mumbai Urban Transport Project (hereafter referred to as “MUTP” or “the Project”), financed by Loan No. 4665-IN from the International Bank for Reconstruction and Development (IBRD) and Credit No. 3662-IN from the International Development Association (IDA), together referred to hereafter as “the Bank.”

2. In 2004, four Requests for Inspection had been submitted to the Panel on behalf of several hundred residents and shopkeepers, resulting in an investigation by the Panel. Most of these Requesters are non-land owners located along SCLR. In December 2005 the Panel issued a report outlining the findings of its investigation. An Action Plan was included in the Management Report and Recommendation that was discussed by the Board of Executive Directors on March 28, 2006, along with the Inspection Panel’s “Progress Review¹” (submitted to the Board in June 2007, INSP/SecM2007-0005). Since then the Board has been regularly updated by Management on the progress of implementation of the Action Plan through Progress Reports, the last one having been submitted to the Board on April 23, 2009 (SecM2009-0213).

3. It should be noted that, while Management was preparing this report, the matter raised by the Requesters has been resolved by the implementing agency (see paragraph 27). In addition, in Management’s view, the Bank has followed the guidelines, policies and procedures applicable to the matters raised by the Request.

4. **Structure of the Text.** The document contains the following sections: (i) introduction; (ii) the Request; (iii) Project background (objectives, components and update); (iv) a discussion of the specific claims made by the Requesters; (v) key issues raised in the Request; and (vi) Management’s response to the Request. Annexes include a brief note on Land Acquisition Procedures in Annex 1; Management’s e-mail exchanges with the Requesters in Annex 2; a list of missions in Annex 3 and relevant maps in Annexes 4 and 5.

II. THE REQUEST

5. The Request for Inspection was jointly submitted by Messrs. Ambrish Mehta, Deepak Mehta and Hinesh Mehta (hereafter referred to as the “Requesters”), three brothers who are owners of Plot No. 102, Triveni Bhavan, C.T.S. No. 13/12 to 13/21 and 13 (b) situated in the Gandhi Nagar Plan within the Revenue Village of Tirandaz, Taluka

¹ This was in response to the first Management Progress Report on the Action Plan of March 7, 2007.

India

Kurla, Adi Shamkarcharya Marg, 11. T. Main Gate, Powai, Mumbai, 400 076, (hereinafter "the property") in the city of Mumbai, India². They submitted the request on their own behalf and claim to be adversely affected by the Project.

6. Attached to the Request are:
- (i) Requesters' letter to the Mumbai Metropolitan Regional Development Authority (MMRDA) of May 11, 2009
 - (ii) MMRDA's letter to the Requesters of May 12, 2009;
 - (iii) Requesters' letter to MMRDA of May 14, 2009; and
 - (iv) Requesters' letter to the Panel of May 29, 2009.

No further materials were received by Management in support of the Request.

7. The Request contains claims that the Panel has indicated may constitute violations by the Bank of various provisions of its policies and procedures, including the following:

- OD 4.30, Involuntary Resettlement,³ and
- OP/BP 13.05, Project Supervision.

III. PROJECT BACKGROUND

8. **The Project.** MUTP, designed to improve road and rail transport infrastructure, was approved by the Bank's Board of Executive Directors on June 18, 2002 (Loan No. 4665-IN; Credit No. 3662-IN).⁴ Project restructuring, with an extension of the closing date until December 2009, was approved by the Board on September 30, 2008.⁵ The total

² Please refer to the area No.8 in the drawing shown in Annex 5

³ OP and BP 4.12 together replaced OD 4.30, *Involuntary Resettlement* for all projects for which a Project Concept Review takes place on or after January 1, 2002, and do not apply for MUTP the Project Concept of which was reviewed on March 23, 1999.

⁴ It should be noted that during the preparation phase, the R&R aspects were for some time considered to be implemented as a separate, but complementary project, the Mumbai Urban Rehabilitation Project.

⁵ See India – Mumbai Urban Transport Project – Project Restructuring Project Paper R2008-0202, IDA/R2008-0270. In view of slow progress in most activities with disbursement recorded at 49 percent after 6 years of implementation, the project was restructured in September 2008 and certain activities in the road- and rail-based transport components were removed from the Project. This was discussed in the last Progress Report submitted to the Panel. The Project restructuring, which included an extension of the closing date, was aimed at increasing the focus on key activities that can be successfully completed, enabling the achievement of the Project development objective within the extended time period of the project. MMRDA is committed to completing remaining resettlement and rehabilitation (R&R) activities for the

Project cost is now USD 1.1 billion, of which USD 463.0 million is financed by an IBRD Loan, SDR 62.5 million (USD 92.0 million equivalent) by an IDA Credit, and additional financing of USD 568 million from the Government of India (GoI). The Project is being implemented by several entities and coordinated by MMRDA.⁶

9. **Project Objectives and Components.** The Project Development Objective is to facilitate urban economic growth and improve quality of life by fostering the development of an efficient and sustainable urban transport system including effective institutions to meet the needs of users in the Mumbai Metropolitan Region. After restructuring, the Project components are as follows:

- **Component 1 – Rail Transport**, the main activities of which are: (i) improvement of capacity and performance of the suburban rail network of the Central and Western Railways through provision of infrastructure (track additions, signaling systems power, etc.), and new rolling stock (101 9-car electric motor units); and (ii) technical assistance.
- **Component 2 – Road-based Transport**, the main activities of which are: (i) selected area traffic control and traffic management infrastructure schemes implemented by Municipal Corporation of Greater Mumbai (MCGM); (ii) buses (644) procured by the Bombay Electricity and Suburban Transport Corporation (BEST); and (iii) road widening to facilitate two East-West linkages, the Jogeshwari-Vikhroli Link Road (JVLR) and the Santa Cruz-Chembur Link Road (SCLR), implemented by MMRDA and the Maharashtra State Roads Development Corporation (MSRDC).
- **Component 3 – Resettlement and Rehabilitation (R&R)**, comprising mainly: construction of housing, and provision of services for R&R of Project-affected persons (PAPs), implemented by MMRDA and financed with an IDA credit.

10. **Update on Project.** The Project continues to be a highly challenging undertaking in urban development with infrastructure investments in densely populated areas and a complex socio-cultural environment. The Project has so far progressed well towards achieving its development objectives. Substantial improvement in transport service has been noted, in particular with a significant increase of quantity and quality of the suburban rail services.

schemes dropped from the Project, such as Road over Bridges, according to a procedure which it published on its website (www.mmrdamumbai.org) and in newspapers.

⁶ The Mumbai Railways Corporation (MRVC); the Municipal Corporation of Greater Mumbai (MCGM); Bombay Electricity and Suburban Transport Corporation (BEST); Maharashtra State Roads Development Corporation (MSRDC); Traffic Police of Mumbai; and MMRDA on behalf of the Government of Maharashtra (GoM) and the Borrower, the GoI. As well as being the coordinating agency, MMRDA is responsible for implementing the R&R component on behalf of all the implementing agencies.

11. Over 90 percent of PAPs have been resettled and their post-resettlement rehabilitation is in progress. Implementation progress remained overall slow reflected in low disbursement levels (49 percent cumulatively as of January 2009), although the pace of implementation has improved over recent months. The status of implementation progress will be assessed during the upcoming supervision mission in July 2009.

12. In the period preceding the last Progress Report, the implementation capacity of MMRDA had improved. In particular, key management positions were created for post-resettlement activities, and project schedules were prepared and regularly updated. In the more recent period since March 2009, MMRDA has focused its attention on relocating community and religious structures from along JVLR and SCLR and on relocating land owners. MMRDA has negotiated the relocation of three mosques, two temples, and one welfare center from SCLR, and one Sikh shrine from JVLR. All these structures were located on encroached public land and were not legally authorized. MMRDA cleared encroached land in the near vicinity by relocating slum households and also paid construction costs for these structures to the local custodians/trusts so that they can rebuild the community structures in the cleared land. Along JVLR, after long negotiations with MMRDA, one more group of land-owner shopkeepers (Sharan building) voluntarily demolished their structures and received alternative shops at the Powai Plaza. MMRDA recommended development permission for one individual who lost a substantial part of his plot to JVLR work, which will enable him to expand vertically on the remaining plot using Transfer Development Rights (TDR) that were received as compensation.

13. MMRDA has continued to carry forward the post-resettlement activities, notable among these being the registration of the cooperative housing societies and accelerating the transfer of the community maintenance funds and building management and maintenance funds to the housing societies. Since March 2009, five more societies have been fully registered and the registration process has been initiated for another eight societies. A total of 11 additional societies have received community maintenance funds bringing the total to 136 societies. Joint Building maintenance funds have been deposited in the joint accounts of 131 societies in total. The detailed picture of progress in R&R activities will be assessed during the upcoming supervision in July 2009.

IV. REQUESTERS' CLAIMS

14. The following claims have been raised by the Requesters:

- (i) That MMRDA, the implementing agency, "*came to demolish their structure*" as a result of which the Requesters obtained a High Court Stay Order;
- (ii) That the Requesters have "*suffered in the MUTP JVLR-Phase II*" and "*have done lots of struggle in the last two years;*"

- (iii) That they have been “torched (sic) physically, mentally, and financially” because they have been told to demolish their property prior to claiming or receiving compensation. They have written that “*putting the demolition condition before giving the compensation benefits*” is “*contrary to R&R Policy;*” and
- (iv) That MMRDA having agreed on a “*negotiated settlement*” with the Requesters and asked them to submit their proposal in writing, returned their proposal of May 11, 2009 saying that “*it was conditional*” and that “*their request of any nature in this regard will not be entertained*” by MMRDA;
- (v) That the Requesters have kept World Bank staff in the India Resident Mission updated on developments about their property through e-mail communications and phone conversations; and
- (vi) That the Requesters are ready for negotiations and will accept the negotiated settlement reached in their April 2009 meetings with MMRDA, as recorded in their correspondence with MMRDA, provided that they are given allotment papers and possession if compensatory residential and commercial properties are offered to them. They also signaled willingness to withdraw their High Court case; and
- (vii) That the Requesters have asked the Panel for an investigation into the matters “*on an urgent basis*” and that the Requesters wish to see their problem resolved in negotiations with MMRDA with possible assistance from the World Bank.

15. The Notice of Registration of the Request also noted that Management had recorded in its Third Progress Report on Implementation of the Action Plan that MMRDA had “*moved away from a prescriptive approach towards an adaptive and problem solving approach*” that seeks to “*explore various negotiated settlement solutions*”, in the light of which the Panel “*notes that chances of an expedient resolution of the case brought forward by the Requesters appear promising.*”

16. This section reviews the issues raised by these claims and details how MMRDA Bank staff addressed them, with the assistance of Bank staff.

17. **Background.** The Requesters’ property was affected by the civil works on JVLR-II. MMRDA sought to acquire their property, a plot of 775 sq. yards, which had been sub-leased by the grandfather of the Requesters, Oddavji Mehta. He had constructed shops and residences, with building permission from the Municipality (MCGM) on some 658 sq. meters of land in 1957 and rented these out. Later, MCGM acquired about 172 sq. meters of this plot for road work. The remaining part of the plot remained with the Requesters, which they inherited from their father as “*leased property.*” They became “*legal title holders*” only on January 25, 2006 after entering into a deed conveyance with Mr.

Chandan Sharma who until then had owned the land (the Requesters owned only the structures, which were occupied by tenants for decades). About 430 sq. meters of this plot were required for the JVLR-II, for which MMRDA initiated the land acquisition process under Section 32 of the MMRDA Act, 1974.

18. The Requesters live in residential flats in the multi-storey Brindavan Housing Society, situated near the Indian Institute of Technology (IIT) main gate along JVLR at Powai, about a kilometer away from their affected property. They manage their business as one family. As the Requesters have informed Bank staff, their main source of income is from businesses, including a Vodaphone Gallery at Powai, a ration shop, and some other businesses. The property affected by JVLR-II included 11 shops and 11 residential tenements built on 430 sq. meters of land. The Requesters received a very low rent (about INR 2000 or USD 42 per month at the average of USD 2 per tenant per month) from these shops and residences. In reality, even this amount often was not paid by the tenants for the last several years.⁷ The tenants were legally protected and thus could not be dislodged by the Requesters (especially since the Requesters were not land owners till 2006) until the Requesters provided them with permanent alternative residences/shops.⁸

19. The Requesters claimed to have “*suffered in the MUTP JVLR-Phase II.*” Management acknowledges that the Requesters were trying to resolve the ownership of their property so that they could properly claim compensation. Until this was done, they considered themselves to be suffering from the civil works being undertaken in JVLR-II. MMRDA initially considered that the Requesters either did not trust the resettlement process or sought to gain more benefits, which led to a disagreement on how to resolve the compensation issues.

20. Records available at MMRDA and verified by Management show that on September 30, 2004, MMRDA wrote to the Special Land Acquisition Officer with copy sent to the Requesters to verify the latter’s eligibility for compensation. The Requesters apparently did not appear with claims for compensation as they did not have full title. They eventually submitted their ownership documents to MMRDA on October 18, 2006, two and half years after the original request by MMRDA to do so. MMRDA told Bank staff that there were several unsuccessful discussions with the Requesters to accept TDR as compensation. After the Powai Plaza was developed to rehabilitate JVLR-II shopkeepers, the Requesters asked for shops there. MMRDA replied that, per the MUTP R&R Policy, as absentee land and structure owners, the Requesters were entitled only to compensation; alternative houses/shops were meant for tenants that had lost businesses or resi-

⁷ The Requesters cited this as a ground to argue against why their tenants should not be resettled with permanent alternative shops in their letter of December 15, 2007 to the Bank.

⁸ The conventional way in which owners manage to reclaim their ownership of such properties in Mumbai is through its redevelopment, with the consent of the tenants, where both tenants and owners get flats/shops in the redeveloped building. Prospective private builders may offer to vertically redevelop old properties using transfer of development rights or floor space index (FSI) in their possession if they are confident of making a profit even after providing free flats to both owners and tenants.

dences. In similar situations, MMRDA generally discusses with the absentee land owners and offers them TDR as compensation without initiating the formal land acquisition process to avoid procedural delays. The Requesters questioned MMRDA's proposal to carry out a baseline survey of the commercial and residential tenants (as project affected people) in 2004 and MMRDA's negotiations to resettle their commercial tenants in October 2006 prior to paying them compensation.⁹

21. MMRDA finally relocated the tenants in February-March 2007, and the Requesters filed a suit in the City Civil Court seeking injunction against any likely disturbance to their property on April 2, 2007. The court rejected their application on April 4, 2007 on the grounds that MMRDA had offered them compensation in 2004. The Requesters claimed that MMRDA "*came to demolish their structure*" and, therefore, the Requesters obtained a High Court Stay Order. In the last weeks of April 2007 and subsequently over the next two years, Bank staff visited JVLR and saw that the structures owned by the Requesters had remained untouched.

22. The Requesters claim that they had "*made a lot of struggle in the last two years.*" Management recognizes that the Requesters have made substantial efforts to resolve their compensation issues, including litigation. However, Management also acknowledges that the Requesters and MMRDA did not agree on the process of compensation. Once the Requesters filed their court case, MMRDA decided to follow Court orders and ceased all discussions with the Requesters until Management requested MMRDA to explore settlement out of court in order to commence the required civil works during January-April 2009.¹⁰

23. The Requesters claim that MMRDA having agreed on a "*negotiated settlement*" and having asked them to submit their proposal in writing, returned their proposal of May 11, 2009 saying that "*it was conditional*" and that "*their request of any nature in this regard [would] not be entertained*" by MMRDA. They further claim that they have been adversely affected because they were told to demolish their property prior to claiming or receiving compensation. They have written that "*putting the demolition condition before giving the compensation benefits*" is "*contrary to R&R Policy.*"

24. Bank staff attempted to facilitate negotiations between the Requesters and MMRDA on March 26, 2009. This negotiation ended without any conclusive agreement, and MMRDA stated it would consider the Requesters' proposal for four shops and four residences as compensatory benefits¹¹. Management understands that the Requesters had

⁹ MMRDA presumably decided to resettle the commercial squatters and tenants from along JVLR-II first as the title holders remained non-cooperative. MMRDA went beyond MUTP R&R Policy to offer equivalent alternative built up area as an R&R benefit to the resident shop and land owners in January 2007.

¹⁰ MMRDA was advised to seek out of court negotiated settlements with JVLR land owners in the Aide Memoire of January-February, 2009.

¹¹ The Requesters mention a "*negotiated settlement*" achieved in the course of discussions held during April 9-10, 2009 which was not documented, and therefore could not be verified by Management.

sought prior allotment of shops and residences in order to ensure that their claims of compensation were met before demolishing their structures. Management equally appreciates MMRDA's concern that it could not offer alternative shops/residences unless it was certain that the Requesters would demolish the structures, which MMRDA could not touch, given the sub-judice nature of the case. Such mutual lack of trust stalled the negotiations¹². As the resettlement options discussed during negotiations with the Requesters were independent of the MUTP R&R Policy, Management could not consider a failure of such negotiation as procedurally non-compliant, though success in such cases is appreciated as best practice.

25. As for the tenants, MMRDA has resettled all eleven commercial and eleven residential tenants at the Powai Plaza and Garodia Nagar respectively, except one residential tenant who initially refused relocation but finally accepted one tenement offered at the Majas site.

26. The Requesters claim that they "*have kept World Bank staff in the India Resident Mission updated on developments about their property through e-mail communications and phone conversations.*" Management agrees, and wishes to add that staff proactively followed up on the case since April 2007, when the Panel first forwarded the letter from the Requester to Management. Bank staff has responded to the Requesters through e-mails, face to face meetings and phone conversations, explaining to them their legal entitlements.

27. In light of the Management Progress Report of March 2009 which recorded that MMRDA has "*moved away from a prescriptive approach towards an adaptive and problem solving approach*" and sought to "*explore various negotiated settlement solutions,*" the Inspection Panel Notice of Registration noted "*that chances of an expedient resolution of the case brought forward by the Requesters appear promising.*" The Panel further noted that "*the Requesters believed an amicable resolution of the case was possible with assistance from the World Bank.*" Management is pleased to inform the Panel that the matter has been amicably resolved with MMRDA offering the Requesters four shops at Powai Plaza and four residences at Majas Site, based on mutual consent (which the Requesters have already communicated to the Panel, with a copy to Management). MMRDA offered allotment papers on the condition that the Requesters demolish their structures before receiving the keys of these shops and residences. The Requesters

MMRDA explained to Management that, as the matter was *sub-judice* and MMRDA could not disturb the "*status quo*" of the property, MMRDA considered that the "*demand for allotment of specific shops prior to the Requesters withdrawing the court case or clearing their property*" was "*conditional*" and thus not acceptable to MMRDA. This is because the Requesters, having received an allotment of alternative shops/residences, could still refuse to withdraw the case or demolish their property; MMRDA would thus have to wait until court litigation was over.

¹² MMRDA very recently got a large privately owned building of some twelve title holder shop keepers cleared along JVLR-II through negotiations with the shopkeepers, who agreed to demolish their shops as a precondition and received the allotment papers the next day, June 17, 2009.

cleared and demolished their structures on Sunday, June 28, 2009 and the MMRDA officials promptly handed over the keys in advance of the set deadline of June 30, 2009.

28. **Conclusion.** Management is very satisfied that the matter was resolved through negotiations, and wishes to assure the Panel that MMRDA has genuinely enhanced its ability to handle complex urban resettlement issues in Mumbai. Its recent success in resolving issue involving the relocation of highly sensitive minority religious structures, including one Sikh shrine from JVLR, and three mosques and two South Indian temples from SCLR, verifies this fact. Even in non-Bank funded projects, MMRDA has successfully resolved cases involving land owners along the JP Road for the Metro Project. In these cases, section 32 of the MMRDA Act was applied, but compensation was paid through negotiations.

29. In this context, Management would like to bring to the consideration of the Panel the following issue relevant to the present case. While it was a good outcome that the present case could be resolved with assistance from the World Bank as desired by the Requesters and recorded by the Panel, this outcome required mediation by the Bank to encourage both parties to resolve the case out of court. Such an approach is not without risk, as the complainants and the implementing agency may not appreciate or trust the Bank's role in mediation/facilitation, particularly if the case is before a Court. Management will continue to work as necessary with the implementing agency to resolve any resettlement and rehabilitation issues that arise, consistent with the Bank's policies.

V. KEY ISSUES RAISED BY THE REQUEST

30. The Request focuses on two categories of policies and procedures, i.e., OD 4.30, Involuntary Resettlement and OP/BP 13.05, Project Supervision. The paragraphs below address these issues in detail.

31. **Project Supervision.** Since being informed of the complaint by Mr. Deepak Mehta, through communication forwarded by the Inspection Panel on April 19, 2007, Management has followed up actively on the case, responding to communications, engaging with the implementing agency, and meeting the Mehta brothers on several occasions (see Annex 3). In particular, in some of their letters to Management, the Requesters had questioned the application by MMRDA of the MMRDA Act. This Act provided for payment of compensation as equal to 100 months' income from the property acquired, calculated on the basis of the last five years' records. The Requesters expressed concern that the compensation would be very small, as they hardly received any income from their property. Once the Requesters raised this issue, Bank staff promptly advised MMRDA, in a letter dated April 16, 2009,¹³ to ensure that the compensation to be pro-

¹³ Management wrote to MMRDA that, "Mr. Mehta has been raising issues regarding compensation offered under the section 32 of the MMRDA Act as less than that offered under the LA Act and the MRTP

vided to the Requesters was in line with the MUTP R&R Policy. Bank staff also advised MMRDA, in January 2009, to explore settlement out of court in order to speed up the implementation of the Project.

32. More generally Management has been closely monitoring the R&R process implemented by MMRDA, which is trying to resolve highly challenging resettlement issues in the unique political and economic setting of Mumbai's complex urban landscape. Management has also remained in touch with PAPs in order to promote the adoption of an inclusive approach by MMRDA, while at the same time ensuring that resettlement and compensation comply with Bank policies. Bank staff have made thirty four visits to Mumbai since March 2006 and maintained intense supervision of the Project (see Annex 4). Bank staff assigned to MUTP maintain a database of all letters and complaints received from PAPs and other interested persons; it contains some 815 letters. Management has provided sufficient budgetary support for supervision; USD 1.5 million has been spent from July 2005 to date, i.e. more than three times the supervision spent for other infrastructure projects in India. Management is of the view that the Project has received adequate supervision.

33. **Resettlement Policy.** Per the MUTP R&R Policy, MMRDA was to pay compensation to the Requesters according to entitlements for non-resident land and structure owners, and to resettle the residential and commercial tenants in alternative permanent buildings. As of today, MMRDA has resettled all eleven commercial and eleven residential tenants of the Requesters. MMRDA has provided the Requesters with four shops at Powai Plaza and four residences, as requested by them through negotiations, (noting that the legal suit filed by the Requesters seeking an injunction against MMRDA regarding the land acquisition process is pending in the City Civil Court).

34. MMRDA began interactions with the Mehta family on this land acquisition in 2004. In 2008, in the absence of a negotiated solution, MMRDA initiated the land acquisition process under the MMRDA Act, 1974. As long as the case was not solved MMRDA did not touch the Requesters' property. The Requesters themselves demolished the structure after receiving allotment papers from MMRDA on June 28, 2009, in accordance with their negotiated agreement. The negotiated outcome complies with OD 4.30OD 4.30. Management has closely monitored the process, which was sub-judice until the present and has taken necessary steps to ensure that the implementing agency's action complied with the Involuntary Resettlement Policy, OD 4.30. Management is of the view that MMRDA has not taken any steps that violated this policy.

Act.... we suggest that the compensation payable to any MUTP PAP for acquiring his/her property should not be less than that payable under the LA Act, irrespective of the procedure adopted. We will request you to kindly look into the legal aspects of the case more diligently in order to amicably resolve this at an early date."

VI. MANAGEMENT RESPONSE

35. Management has worked closely with the Requesters and the Borrower to resolve the issues raised in the Request. The Requesters have advised the Panel of their satisfaction with the resolution. Management believes that the Bank has made every effort to apply its policies and procedures and to pursue concretely its mission statement in the context of the Project. In Management's view, the Bank has followed the guidelines, policies and procedures applicable to the matters raised by the Request. As a result, Management believes that the Requesters' rights or interests have not been, nor will they be, directly and adversely affected by a failure of the Bank to implement its policies and procedures.

ANNEX 1

LAND ACQUISITION PROCEDURES IN MUMBAI

- 1 **Land Acquisition Act, 1894:** This is the main Act for land acquisition which was nationally legislated by the colonial government. The preliminary survey is done under section 3 and notice is published under section 4; the land is declared as required for a public purpose under section 6; land is marked out, measured and planned under section 8; notice for acquisition to the individual owners is served under section 9; award is declared under section 11; and land is taken possession of under section 16. Section 17, known as urgency clause, permits advance possession on payment of 80 percent compensation. The Act has a total of 55 sections and on an average takes anywhere between two to three or more years to acquire a piece of land. The Act provides for compensation for land, structure, payment for damages during survey, payments for easement; solatium; and interest on compensation in case of delay. Most LA cases end in court and take years to clear.
- 2 **Maharashtra Regional Town Planning (MRTP) Act, 1966:** Chapter VII of the MRTP Act, 1966 (Sections 125-129) deals with land acquisition. The uniqueness of this Act enables the Town/Regional Planning Authorities to acquire land once such land is reserved in the development/township plans for some public purpose even before the specific activity is undertaken. The normal procedure of LA Act, 1894 is followed for determining market cost of land and awarding the compensation, except when the emergency section of 129 (i) is applied in which case possession of the land can be taken within 15 days of notification with payment for damaged crops; an advance of 2/3 compensation, or payment of 4 percent as annual interest on compensation from the date of possession till payment. The MUTP R&R Implementation Manual paragraph 14.19 refers to the MRTP, clarifying that the basic LA Act procedure for award of compensation will be followed even when the MRTP Act is applied.
- 3 **Bombay Municipality Act, 1888:** Section 299 of the BMC (now MCGM) Act permits taking possession of open set back areas within seven days from the date of serving notice on the land owner for public purposes such as roads. Generally, the land owner signs the occupation certificate and hands over the land and uses this certificate to claim compensation from the MCGM, generally in the form of Transfer Development Rights (TDR) or Floor Space Index (FSI). To be able to claim such compensation the onus of responsibility for depositing all ownership related documents with MCGM is on the land owners.
- 4 **Mumbai Metropolitan Region Development Authority Act, 1974:** Chapter VIII of the MMRDA Act (Sections 32 to 43) deals with Land Acquisition. Section 32 provides that the state government can acquire any land required for enabling the MMRDA to fulfill its purpose and undertake activities by publishing a notification in the official gazette prior to which the objection from the land owners as to why it should not be acquired shall be sought. Section 32 (3) provides that land shall abso-

lutely vest in the state free from encumbrances and section 33 (2) allows the state to use force to take possession in the event of lack of compliance by the land owner. Section 35 (2) provides for payment of compensation in agreement with the land owners and where this fails (35-3) payment of 100 times the average monthly income from such property over the last 5 consecutive years as compensation as determined by a competent authority appointed for this purpose. The land owners are entitled to interest from the date of land possession till the date of payment of compensation. The state government is to appoint competent authority as well as tribunal to hear disputes in case of several interested parties seeking compensation.

ANNEX 2

MANAGEMENT'S E-MAIL EXCHANGES WITH THE REQUESTERS

Note: The TR# in the first column refers to the serial number of the communication in the grievances and external database maintained by Bank Staff for this project.

TR #	From	Dated	Received	To the Attention of	Subject	Action taken	Replied by	Date
	Deepak Mehta	04-02-07	04-19-07	Forwarded to TTL for follow up by Inspection Panel	Information about R&R benefits for Mehta	Bank staff (S. Mishra and IUB Reddy) meet and explain entitlement to Mehta; MMRDA yet to initiate acquisition said Mehta; structure safe;	No Reply sent as Bank staff met and explained	
	Deepak Mehta	12-15-07	12-15-07		Questioning resettlement of tenants; asking for better compensation	Replied by email	H. Nove-Josserand (HNJ)	12-19-07
764	Deepak Mehta	03-22-08	03-22-08	Email to A. Herken, cc to E. Abbott, H. Nove-Josserand, P. Lallas, MMRDA and R. Sharma	JVLR Phase II	Replied by email	HNJ	04/02/2008 and 04/14/08
767	Deepak Mehta	04-06-08	04-06-08	Email to A. Herken & H. Nove-Josserand cc to E. Abbott, P. Lallas, R. Sharma, MMRDA	JVLR Phase II, Triveni Bhavan. IIT Main Gate, Powai, Mumbai	Responded	A. Herken	04-07-08
799	Deepak Mehta	12-19-08	12-19-08	Email to H. Nove-Josserand with CC to E. Abbott, P. Lallas and R. Sharma	Land Acquisition Proceeding of land for MUTP J.V.L.R. Phase II for plot no. 102, Triveni Bhavan C.T.S. No. 13/12 to 13/15, 13/17 to 13/21 and 13(b) Ad-measuring about 775 sq. yards at A.S. Marg, Powai, Mumbai , 400 076	Email sent out by Hubert to Deepak Mehta to the email ID m.ambrish@yahoo.com	HNJ	12-30-08
799	Deepak Mehta	12-27-08	12-27-08	Email to H. Nove-Josserand, E. Abbott and R. Sharma	- idem-	-idem-	HNJ	12-30-08
799	Ambrish Mehta	02-10-09	02-10-09	Email to H. Nove-Josserand	- idem -	Replied	HNJ	02-20-09
799	Ambrish Mehta	02-18-09	02-18-09	Email to H. Nove-Josserand cc to Inspection Panel, P. Lallas, A. Herken	- idem-	Replied	HNJ	02-20-09
799	Ambrish Mehta	02-25-09	02-25-09	Email to Hubert cc to R. Sharma	- idem-			
799	Ambrish Mehta	03-14-09	03-14-09	Reminder email to H. Nove-Josserand	- idem-			
799	Deepak Mehta	04-01-09	04-01-09	Email to S. Mishra cc to Ritu Sharma, P. Lallas, S. Selwan	Triveni Bhavan, A.S. Marg, JVRL Phase II C.T.S. No 13/12 to 13/15 13/16 to13/21and 13(b)	Email forwarded to MMRDA and Benjamin for n.a. Also replied to PAP by S. Mishra on 2 April 2009 that his concerns are being shared with MMRDA.	HNJ	04/16 and 04/17/09

Mumbai Urban Transport Project (MUTP)

TR #	From	Dated	Received	To the Attention of	Subject	Action taken	Replied by	Date
799	Ambrish Mehta	04-14-09	04-14-09	Email to H. Nove-Josserand cc to R. Sharma, P. Lallas, S. Selwan	Triveni Bhavan, A.S. Marg JVRL Phase II C.T.S. No 13/12 to 13/15, 13/ 16 to13/21and 13(b)	File		
799	Ambrish Mehta	05-12-09	05-12-09	Email to S. Mishra cc to H. Nove-Josserand, R. Sharma, IUB Reddy	Regarding proceedings for acquiring of part of the land for MUTP JVLR Phase II for Plot no. 102, Triveni Bhavan situated in Powai	File		
799	Ambrish Mehta	05-12-09	05-12-09	Email to S. Mishra cc to H. Nove-Josserand, R. Sharma, IUB Reddy	Forwarding letter from MMRDA dated 12 May 2009 regarding acquisition of part of land of Plot no. 102, Triveni Bhavan, C.T.S. No. 13/12 to 13/21 and 13(b) in Powai, Village Tirandaz, Taluka Kurla	File		
799	Ambrish Mehta	05-13-09	05-13-09	Email to S. Mishra cc to H. Nove-Josserand, R. Sharma, IUB Reddy	Follow up mail (Matter most urgent)		S. Mishra forwarded the email to MMRDA for action	05-13-09
799	Ambrish Mehta	05-15-09	05-15-09	Email to S. Mishra cc to H. Nove-Josserand, R. Sharma, IUB Reddy	Forwarding their response to MMRDA's letter dated 12 May 2009	File		
799	Ambrish Mehta	05-19-09	05-19-09	Email to S. Mishra cc to H. Nove-Josserand, R. Sharma, IUB Reddy	Triveni Bhavan, A.S. Marg JVRL Phase II C.T.S. No 13/12 to 13/15 13/16 to13/21 and 13 B			
799	Ambrish Mehta	05-22-09	05-22-09	Email to Social Protection cc to Ritu	- idem -			
799	Ambrish Mehta	05-29-09	05-29-09	Email to Inspection Panel cc to A. Herken, D. Barlas, P. Lallas, Hubert, L. Schunk, S. Selwan	Suggested Format for a Request for Inspection			

ANNEX 3

WORLD BANK SUPERVISION MISSIONS, MARCH 2006 – JANUARY 2009

March 9 – 14, 2006

Hubert Nove-Josserand	Task Team Leader
Manmohan Singh Bajaj	Senior Procurement Specialist
Priya Goel	Financial Management Specialist
Els Hinderdael	Manager, Procurement
Manoj Jain	Senior Financial Management Specialist
Rajat Narula	Senior Finance Officer
I.U.B. Reddy	Senior Social Development Specialist
Robert J. Saum	Manager, Financial Management
Warren Waters	Lead Social Development Specialist

April 12 – 21, 2006

Hubert Nove-Josserand	Task Team Leader
Sameer Akbar	Senior Environment Specialist
Mr. Apte	Architect
Frederick Brusberg	Regional Safeguards Advisor
Richard Clifford	Lead Urban Specialist
Satya Mishra	Social Development Consultant
Fayez Omar	Senior Country Program Manager
I.U.B. Reddy	Senior Social Specialist

May 2 – 5, 2006

Hubert Nove-Josserand	Task Team Leader
Arnab Bandyopadhyay	Transport Specialist
Sujit Das	Transport Specialist
Setty Pendakur	Traffic Management Specialist

June 5 – 6, 2006

Hubert Nove-Josserand	Task Team Leader
Frederic Brusberg	Safeguards Advisor
Michael Carter	Country Director
Satya Mishra	Social Development Consultant
I.U.B. Reddy	Senior Social Specialist

June 28, 2006

Hubert Nove-Josserand	Task Team Leader
Satya Mishra	Social Development Consultant

July 25 – 28, 2006

Hubert Nove-Josserand	Task Team Leader
Sameer Akbar	Environmental Specialist
Arnab Bandyopadhyay	Transport Specialist
Sujit Das	Transport Specialist
Satya Mishra	Social Development Consultant
I.U.B. Reddy	Senior Social Specialist
Sonia Sandhu	Environmental Specialist
Sankaran Vaideeswaran	Environmental Specialist

August 14, 2006

Fayez Omar	Acting Country Director
Satya Mishra	Social Development Consultant
I.U.B. Reddy	Senior Social Specialist

August 17 – 25, 2006

Hubert Nove-Josserand	Task Team Leader
Manmohan Singh Bajaj	Senior Procurement Specialist
Arnab Bandyopadhyay	Transport Specialist
Sonia Sandhu	Environmental Specialist
Sujit Das	Transport Specialist
Ke Fang	Transport Specialist
Priya Goel	Financial Management Specialist
Satya Mishra	Social Development Consultant
Setty Pendakur	Traffic Management Specialist
Jitendra Sondhi	Rail Transport Specialist
Sona Thakur	Public Relations Specialist
Sankaran Vaideeswaran	Environmental Specialist

September 25 – 26, 2006

Satya Mishra	Social Development Consultant
I.U.B. Reddy	Senior Social Specialist

November 22 – 24 and 26 – 29, 2006

Hubert Nove-Josserand	Task Team Leader
Frederick Brusberg	Regional Safeguards Advisor
I.U.B. Reddy	Senior Social Specialist
Satya Mishra	Social Development Consultant
Shyamal Sarkar	Senior Water and Sanitation Specialist

January 16 – 25, 2007

Hubert Nove-Josserand	Task Team Leader
Frederick Brusberg	Regional Safeguards Advisor
Richard Clifford	Lead Urban Specialist
Sujit Das	Transport Specialist
Priya Goel	Financial Specialist
Stephen Lintner	Senior Technical Advisor for Safeguards
Satya Mishra	Social Development Consultant
Sudip Mozumdar	External Relations
I.U.B. Reddy	Senior Social Specialist
Sonia Sandhu	Senior Environmental Specialist
Shyamal Sarkar	Senior Water and Sanitation Specialist
Jitendra Sondhi	Railway Specialist (consultant)
K. Srinivasan	Financial Analyst
Sankaran Vaideeswaran	Environment Consultant

February 2, 2007

Hubert Nove-Josserand	Task Team Leader
Rajesh Rohatgi	Civil Engineer
Jitendra Sondhi	Railway Specialist (consultant)

March 7, 2007

Hubert Nove-Josserand	Task Team Leader
Guang Zhe Chen	Sector Manager, Transport

Satya Mishra	Social Development Consultant
--------------	-------------------------------

April 16 – 19, 2007

Sujit Das	Senor Transport Specialist
Satya Mishra	Social Development Consultant

April 25 – 27, 2007

Satya Mishra	Social Development Consultant
I.U.B. Reddy	Senor Social Development Specialist

June 6 – 7, 2007

Hubert Nove-Josserand	Task Team Leader
Satya Mishra	Social Development Consultant

July 6 – 20, 2007

Hubert Nove-Josserand	Task Team Leader
Sameer Akbar	Environmental Specialist
Manmohan Bajaj	Procurement Specialist
Frederick Brusberg	Regional Safeguards Advisor
Richard Clifford	Lead Urban Specialist
Sujit Das	Transport Specialist
Priya Goel	Financial Specialist
Satya Mishra	Social Development Consultant
Sudip Mozumdar	External Relations
I.U.B. Reddy	Senior Social Specialist
Sonia Sandhu	Senior Environmental Specialist
Shyamal Sarkar	Senior Water and Sanitation Specialist
Jitendra Sondhi	Railway Specialist (consultant)
K. Srinivasan	Financial Analyst
Roy Sumner	ATC Specialist
Sankaran Vaideeswaran	Environment Consultant
Pradeep Valsangkar	ICT Specialist

August 20 – 22, 2007

Hubert Nove-Josserand	Task Team Leader
Isabel M. Guerrero	Country Director
Mandakini Kaul	Economist
Satya Mishra	Social Development Consultant
R.S. Pathak	Water Resource Specialist
Sona Thakur	External Affairs Consultant

September 26 – 28, 2007

Hubert Nove-Josserand	Task Team Leader
Sujit Das	Senior Transport Specialist
Satya Mishra	Social Development Consultant

November 20 – 21, 2007

Hubert Nove-Josserand	Task Team Leader
Satya Mishra	Social Development Consultant

December 16 – 18, 2007

Hubert Nove-Josserand	Task Team Leader
Satya Mishra	Social Development Consultant

January 07 – 17, 2008 – January 23 – February 4, 2008

Hubert Nove-Josserand	Task Team Leader
Atul Agarwal	Transport Specialist
Sameer Akbar	Environmental Specialist
Manmohan Bajaj	Procurement Specialist
Arnab Bandyopadhyay	Transport Specialist
Frederick Brusberg	Regional Safeguards Advisor
Guang Zhe Chen	Transport Sector Manager
Frederic Giovannetti	Social Safeguards Specialist (consultant)
Priya Goel	Financial Specialist
Punit Kapur	Financial Specialist
Satya Mishra	Social Development Consultant
Sudip Mozumdar	External Relations
I.U.B. Reddy	Senior Social Specialist
Shyamal Sarkar	Senior Water and Sanitation Specialist
Jitendra Sondhi	Railway Specialist (consultant)
K. Srinivasan	Financial Analyst
Roy Sumner	ATC Specialist
Sankaran Vaideeswaran	Environment Consultant
Pradeep Valsangkar	ICT Specialist

April 6 – 10, 2008

Hubert Nove-Josserand	Task Team Leader
Atul Agarwal	Transport Specialist
Vasile Olievschi	Rail Transport Specialist
Jitendra Sondhi	Rail Transport Specialist

May 14 – 15, 2008

Hubert Nove-Josserand	Task Team Leader
Atul Agarwal	Transport Specialist

May 22 – 23, 2008

Hubert Nove-Josserand	Task Team Leader
Satya Mishra	Social Development Consultant

Goa, July 11 – 12, 2008

Hubert Nove-Josserand	Task Team Leader
Frederic Brusberg	Safeguards Regional Adviser
Frederic Giovannetti	Social Safeguards Specialist, (consultant)
Gaurav Joshi	Environmental Safeguards Specialist
Satya Mishra	Social Development Consultant
I.U.B. Reddy	Senior Social Specialist

July 23 – August 5, 2008

Hubert Nove-Josserand	Task Team Leader
Atul Agarwal	Transport Specialist
Manmohan Bajaj	Procurement Specialist
Ramola Bhuyan	Financial Specialist
Frederick Brusberg	Regional Safeguards Advisor
Sujit Das	Transport Specialist
Priya Goel	Financial Specialist
Gaurav Joshi	Environmental Specialist
Satya Mishra	Social Development Consultant
Sudip Mozumdar	External Relations

I.U.B. Reddy	Senior Social Specialist
Shyamal Sarkar	Senior Water and Sanitation Specialist
Jitendra Sondhi	Railway Specialist (consultant)
K. Srinivasan	Financial Analyst
Sankaran Vaideeswaran	Environment Consultant
Pradeep Valsangkar	ICT Specialist

September 15 – 16, 2008

Sujit Das	Transport Specialist
Satya Mishra	Social Development Consultant

November 23 – November 26, 2008

Hubert Nove-Josserand	Task Team Leader
Atul Agarwal	Transport Specialist
Ramola Bhuyan	Financial Management Consultant
Rakhi Basu	Transport Specialist
Gaurav Joshi	Environmental Specialist
Satya Mishra	Social Development Consultant

January 28 – February 6, 2009

Hubert Nove-Josserand	Task Team Leader
Atul Agarwal	Transport Specialist
Manmohan Bajaj	Procurement Specialist
Frederick Brusberg	Regional Safeguards Advisor
Sujit Das	Transport Specialist
Rakhi Basu	Transport Specialist
Priya Goel	Financial Specialist
Gaurav Joshi	Environmental Specialist
Satya Mishra	Social Development Specialist
Sudip Mozumdar	External Relations
I.U.B. Reddy	Senior Social Specialist
Jitendra Sondhi	Railway Specialist (consultant)
Sankaran Vaideeswaran	Environment Consultant
Ramola Bhuyan	Financial Management Consultant
Pradeep Valsangkar	ICT Consultant

March 26 –March 30, 2009

Satya Mishra	Social Development Consultant
--------------	-------------------------------

May 6, 2009

Satya Mishra	Social Development Consultant
Atul Agarwal	Transport Specialist, Back up TTL

May 20-May 26, 2009

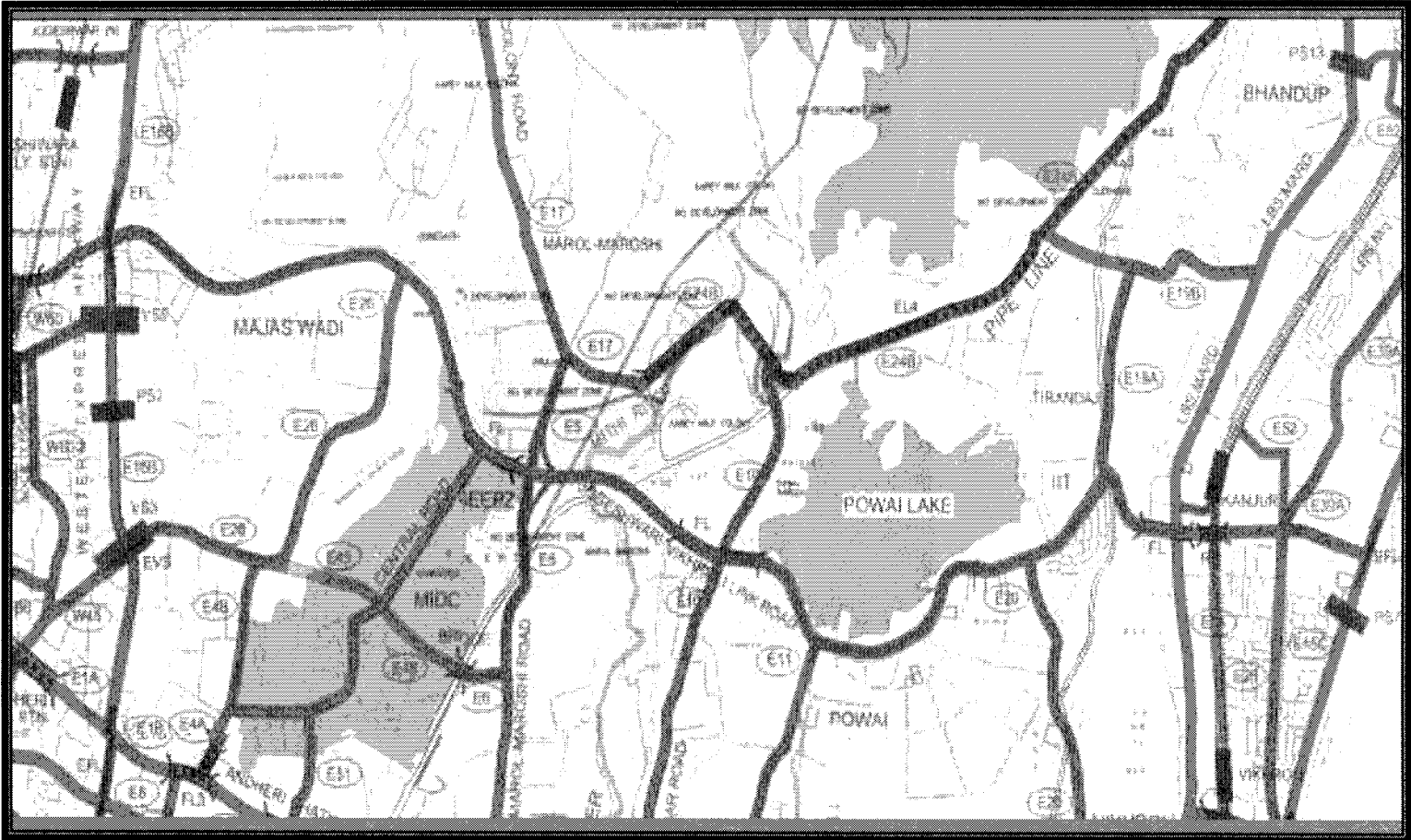
Hubert Nove-Josserand	Task Team Leader
Satya Mishra	Social Development Consultant

June 17-28, 2009

Satya Mishra	Social Development Consultant
--------------	-------------------------------

ANNEX 4

LOCATION PLAN OF JVLR - II



ANNEX 5

MAP SHOWING REQUESTERS' PROPERTY IN THE ALIGNMENT DRAWING

JOGESHWARI-VIKROLI LINK ROAD (SECTION-II)

STATUS OF IMPEDIMENTS

← JOGESHWARI

VIKROLI →

