

**FARAD CONTINUATION SHEET
IN THE HIGH COURT OF JUDICATURE AT BOMBAY.
CIVIL APPELLATE JURISDICTION.**

**CIVIL APPLICATION NO. 86 OF 2015
IN
CIVIL APPLICATION NO. 1280 OF 2014
IN
APPEAL FROM ORDER NO. 951 OF 2014**

Office Notes, Office Memoranda of Coram, Appearances, court's orders or directions and Registrar's orders	Court's or Judge's orders
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Mr. Atul Damale, Sr. Counsel i/b V.T. Lulia for the applicant.

Mr. Sanjeev Kadam with Ms. Apeksha Sharma i/b Kadam & Co. for the respondent no.4.

**CORAM : K. K. TATED, J.
DATED : 16/06/2015.**

PC.:

1. Heard learned Senior Counsel Mr. Damale for the applicant and learned Counsel Mr. Kadam for the respondent no.4.

2. The Senior Counsel for the applicant seeks liberty to delete the prayer clause (a).

3. The same is granted. Amendment to be carried out accordingly.

4. This application is preferred by plaintiff in disposed of Appeal from Order (St.) no. 21162 of 2014 for directions to the respondent no.4 to pay monthly compensation of Rs.18,000/- per month for temporary alternate accommodation from

08.11.2014 till permanent alternate accommodation is provided and for other reliefs.

5 The learned Senior Counsel for the applicant submits that this court (Coram : R. G. Ketkar, J) by order dated 12.09.2014 decided Appeal from Order. Thereafter, the matter was carried to the Apex Court. The Apex Court by order dated 17.10.2014 disposed of SLP by holding that applicants are entitled to compensation of Rs. 18,000/- per month from the Developer till they are shifted to the permanent accommodation at the site in question. He further submits that thereafter, the applicant preferred Civil Application (St.) no. 29091 of 2014. In that application, the Advocate appearing on behalf of Developer made a statement that they will submit agreement in blank name of the tenants/occupants in the office of MHADA and then MHADA have to take appropriate steps as directed by the Apex Court.

6 The learned Senior Counsel for the applicant submits that though the applicant called upon the Developer as well as MHADA to comply the order passed by this Court dated 12.09.2014 as well as order passed by the Apex Court, they failed and neglected to do so. Hence, they preferred the present Civil Application.

7 I heard both the sides at length. In the present proceeding, the applicant is praying following reliefs

in terms of prayer clauses (b), (c) and (d), which read thus:

“b) The Respondent no.4 be directed to pay a monthly compensation of Rs. 18,000/- per month for temporary alternate accommodation from 08.11.2014 till the permanent alternate accommodation is provided to the Petitioner;

c) Pending the hearing and final disposal of this Application the Respondent no.4 be restrained by an order of injunction from Redeveloping the properties on the land bearing C.S. No. 1191, 1/119, 2/1191, 1192, 1193, 1194, Girgaon Division situated at M.S. Ali Road, Grant Road, Mumbai – 400 007 pursuant to N. O. C. dated 28.06.2012 and I. O. D. dated 22.01.2014.

d) The Respondent No.4 be directed to enter into Agreement for providing permanent alternate accommodation to the Petitioner in lieu of the Room No.4, Building No. 443/J, Grant Road, Mumbai – 400 007.”

8 Bare reading of these three prayers show that this application is nothing but in a form of execution application to execute the order passed by this Court. That cannot be allowed by way of Civil Application, when the alternate efficacious remedy is available to the applicant to execute the orders.

9 Hence, Civil Application stands rejected.

(K.K.TATED, J.)