

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO.1250 OF 2015  
IN  
APPEAL FROM ORDER 1206 OF 2013

|                                                         |     |             |
|---------------------------------------------------------|-----|-------------|
| Rais Fatma Dost Mohammed Qureshi                        | ... | Applicant   |
| Vs.                                                     |     |             |
| Maharashtra Housing & Area Development Authority & Ors. | ... | Respondents |

B R Dalal, Adv. for appellant / applicant.  
A V Diwate, Adv. for respondent Nos.4 & 5 in MCGM.  
Vaibhav M. Parashurami, Adv. for respondent Nos.1 and 2.  
Mayur Khandeparkar, Adv. a/w. Kavita A Shah, Adv. for respondent  
Nos.5 & 7.

**CORAM : MRS. ROSHAN DALVI, J.**  
**DATE : 21<sup>st</sup> September, 2015.**

P.C. :

1. Rule. Returnable forthwith.
2. The appeal from order has been disposed of under consent terms dated 12<sup>th</sup> November, 2013 between the appellant / applicant herein and the respondent Nos.5 and 7. Under the consent terms respondent Nos.5 & 7 undertook to provide the appellant / applicant permanent alternate accommodation in the new building of an area 507 Sq.ft. carpet on the front road side within three years from the date of the consent terms under the NOC of MHADA dated 21<sup>st</sup> July, 2012.
3. The respondent Nos.5 & 7 have complied with the consent terms. They have given the appellant / applicant a shop on the front road side. The shop is 507 Sq.ft. carpet area.

4. The applicant now contends that the entire frontage was used by her prior to consent terms and that, therefore, she must get entire frontage and the other tenants must not get any frontage. The consent terms do not show that the respondent Nos.5 and 7 agreed to give the appellant / applicant the entire frontage. It would not be possible to give her such full frontage in an area of mere 507 Sq.ft.

5. There were five shop occupants. Three of them have been given shops on the ground floor. The frontage of the same width as was before is, therefore, divided in three parts. The appellant has got one such part. The plan has been accordingly made. Upon the plan, the construction of the building has accordingly progressed. Two other shop occupants have agreed to take residential premises and have, therefore, not been given shops. The appellant / applicant contends that the plans must be amended and that she must get entire frontage. That is not under the agreement. Hence it is not possible to give her the entire frontage which is not agreed upon.

6. It is argued on behalf of the appellant that the respondent has admitted in paragraph 10 of the affidavit in reply to give the frontage of almost the same width.

7. The relevant part of paragraph 10 of the affidavit in reply of respondent Nos.5 & 7 runs thus :

*“... I say that the Applicant's own plan annexed at Exhibit C to the present Civil Application, shows three openings and the frontage of about the same width, which is being provided by us in a newly constructed building facing the main road.”*

8. This statement is not an admission that the appellant / applicant would get frontage of about the same width which she

enjoys in the old structure. It shows that the frontage of about same width would be constructed having three openings. Consequently the appellant would be given frontage of one of such openings. That is done.

9. The consent terms is more than sufficiently complied. The application, therefore, cannot be granted and is accordingly rejected.

( ROSHAN DALVI, J. )

**C E R T I F I C A T E**

**Certified to be true and correct copy of the original signed order.**