

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION (L) NO. 380 OF 2016**

Noorjahan Jahangir Ghadiali	}	Petitioner
versus		
State of Maharashtra and Ors.	}	Respondents

Mr. Y. E. Mooman with Ms. Manisha B. Gawde for the Petitioner.

Mr. P. G. Lad for Respondent Nos. 2 to 4.

Mr. Virag Tulzapurkar – Senior Advocate with Ms. Rati Patni, Ms. Divyanka Kapoor, Mr. Vivek Mourya and Ms. Yogini Borade i/b. M/s. Wadia Ghandy and Co. for Respondent No. 5.

**CORAM :- S. C. DHARMADHIKARI &
M. S. SONAK, JJ.**

DATED :- FEBRUARY 12, 2016

P.C. :-

We have heard Mr. Mooman appearing for the Petitioner, Mr. Lad appearing for Respondent Nos. 2 to 4 and Mr. Tulzapurkar, learned Senior Counsel appearing for Respondent No. 5.

2) Once it is conceded by the Petitioner that the redevelopment contemplates construction of more buildings than one, then, to facilitate the redevelopment work at site, like others, the Petitioner must also vacate and handover peaceful possession of the premises.

3) The apprehension of the Petitioner that there is no agreement which may be executed by the Developer or Respondent No. 5, that if executed, it will not be registered, is taken care of by Mr. Tulzapurkar's statement made today on instructions that all facilities and benefits which are extended to other occupants would be extended to the Petitioner. Meaning thereby, an agreement would be duly drawn up and executed and thereafter registered.

4) Mr. Tulzapurkar's statements made on instructions are accepted as undertakings given to this Court.

5) The grievance that there is no identification of the permanent alternate accommodation is not possible to be redressed at this stage. Once the redevelopment project envisages construction of several buildings, then, the location and identity of the tenement, which will be offered to the Petitioner, cannot be pre-decided. Respondent No. 5 has stated before us that the redevelopment would be carried out in accordance with all the terms and conditions of the project and upon construction, the buildings would be duly handed over to the statutory body, namely Maharashtra Housing and Area Development Authority or its unit. Once such is the nature of the redevelopment and there is an assurance given that the redevelopment would be

completed and the construction of buildings and thereafter handing over the same to the statutory authority will take place in phase wise manner, we do not think that in Writ Jurisdiction we should interfere at the instance of the sole Petitioner, who says that he is inconvenienced because of the order passed under section 95A of the Maharashtra Housing and Area Development Act, 1976. That power, which is vested in the authority is to facilitate redevelopment and reconstruction of the buildings which are old and dilapidated which have been existing for number of years or decades together, then, all the more we should not interfere in Writ Jurisdiction. Like everybody else, the Petitioner suffered some inconvenience, but that by itself is no ground to interfere. The Petitioner is found eligible for permanent alternate accommodation and for transit benefits and after completion of the project, there would be an allotment by lottery system and at that stage all units/tenements would be included in the lottery and which are part of the newly constructed buildings. Therefore, we are disinclined to consider Mr.Mooman's request to give some time to vacate the premises.

6) With the aforesaid observations, the Writ Petition is disposed of.

(M.S.SONAK, J.)

(S.C.DHARMADHIKARI, J.)