

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****WRIT PETITION NO. 2329 OF 2015**

Satyendra Udaypratap Singh

...Petitioner

vs.

Deputy Collector [Enc/Rem] &
Competent Authority, Mumbai & Ors.

...Respondents

Mr.Y.E. Mooman I/b. Manisha B. Gawde for Petitioner.

Mr.Madhur Surana with Amit Kanani for Respondent No.4.

Mr.D.A. Nalavade for Respondent No.5.

CORAM : S.C. GUPTE, J.**4 APRIL 2016****P.C. :**

This petition challenges an order dated 23 January 2015, which is a final notice for vacating the premises occupied by the petitioner in a property declared as a slum, which is being redeveloped under a slum rehabilitation scheme for Respondent No.3 society. The final notice directing the Petitioner to vacate the premises occupied by him was challenged by the Petitioner before the Additional Collector and Appellate Authority. The appeal has been dismissed by the Appellate Authority and the order of the competent authority was confirmed. The writ petition is disposed of, by consent of the parties, in terms of the following order :

- (I) The Petitioner shall vacate the premises occupied by him within a period of two weeks after receiving a notice in that behalf from Respondent No.4.
- (II) Before issuing such notice, the premises occupied by the Petitioner shall be duly measured jointly by Respondent No.1 and Respondent No.4.
- (III) A notice for vacating the premises shall be issued to the Petitioner only if

the Petitioner's premises fall within contiguous four - six shops to be demolished so as to provide the passage into the slum lands in terms of clause 3(j) of the MOU dated 5 May 2015.

(IV) Upon vacating the premises, the Petitioner shall be handed over cheques of twelve months rent for the alternative accommodation to be availed of by the Petitioner. Before vacating the premises, an agreement shall be entered into between the Petitioner, on the one hand, and Respondent Nos.3 and 4, on the other. A sanctioned plan of the premises to be built as part of the project in which the permanent alternative accommodation is to be allotted to the Petitioner, shall be annexed to the agreement for such permanent alternative accommodation. In case, the permanent alternative accommodation needs to be registered or any of the parties desires that it may be so registered, the same shall be registered at the cost of the Petitioner.

(S.C. Gupte, J.)