

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUIT NO.756 OF 2016
WITH
NOTICE OF MOTION NO.2237 OF 2016**

Chandrakant Shankarrao Hingmire ... Plaintiff
versus
M/s. Shivam Development Corporation
and Ors. ... Defendants

Mr. Yatin Shah with Ms. Aditi Bhat, for Plaintiff.
Mr. Sushruti Desai i/by Mr. Yashodhan Gavankar, for Defendant Nos.1 to 4.
Ms. Sulbha Dhamale, for Defendant Nos.5 and 6.

**CORAM: S.J. KATHAWALLA, J.
DATE: 23rd SEPTEMBER, 2016**

P.C.:

1. Heard the learned Advocates for the parties and by consent, the following order is passed.

(i) The Plaintiff admits that a sum of Rs.7,96,195/- is received by the Plaintiff from Defendant Nos.1 to 4 towards arrears of compensation for temporary alternate accommodation.

(ii) Defendant Nos.5 and 6 state that they have received a cheque of Rs.1,80,000/- being compensation for temporary alternate accommodation for the period from October 2016 to September 2017 and have also received post dated cheques from the Defendant No.1 for the period October 2017 to September 2018.

Defendant Nos.5 and 6 state that they have also received the refundable deposit of Rs.1 Lakh from Defendant No.1, which shall be returned/handed over / refunded over to Defendant No.1, upon the Defendant No.1 obtaining the occupation certificate and putting them in possession of their new flats. Defendant Nos.5 and 6 agree and undertake to pay Rs.5.25 Lakhs towards escalation charges at the time of possession of their flat and Rs.5.50 Lakhs to Defendant No.1 slab-wise as set out in the letter dated 22-09-2016 addressed to Defendant Nos.5 and 6. Defendant Nos.5 and 6 agree and undertake to this Court to vacate the present premises of the Plaintiff within 15 days from the date of this order and hand over the same to the Plaintiff. The statements/undertakings are accepted.

(iii) The Partner of Defendant No.1, who is present in Court, undertakes that all the cheques upon presentment, shall be honoured. He further undertakes that he shall continue to pay beyond September 2018 a sum of Rs.15,000/- per month to the Defendant Nos.5 and 6 in the event of them not obtaining occupation certificate in respect of the premises agreed to be given to Defendant Nos.5 and 6 until the possession of the same handed over to them. In other words, he undertakes to pay Rs.15,000/- per month to Defendant Nos.5 and 6 until he gets occupation certificate and hands over the possession of the premises agreed to be sold by him to Defendant Nos.5 and 6.

3. In view of this order, the above Suit and Notice of Motion No.2237 of 2016 stand disposed of. Refund of Court Fees, if any, as per rules.

(S.J.KATHAWALLA, J.)