

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION (L) NO. 2822 OF 2015**

St. Anthony Co-op. Hsg. Soc. Ltd. & 27 Ors. ...Petitioners
Versus
The State of Maharashtra & 4 Ors. ...Respondents

**WITH
WRIT PETITION (L) NO. 3337 OF 2015**

St. Anthony Co-op. Hsg. Soc. Ltd. & 27 Ors. ...Petitioners
Versus
The High Power Committee & 6 Ors. ...Respondents

Mr. Vaibhav Joglekar, with Mr. Sandeep V. Bane, *for the
Petitioners in both Petitions.*
Ms. Purnima Kantharia, G.P., *for Respondents Nos. 1 and 4 in
WPL/2822/2015 & for Respondent Nos. 5 and 6 in
WPL/3337/2015.*
Mr. Chirag Balsara, i/b Mr. Ajay Patil, *for Respondent No. 5 in
WPL/2822/2015 & for Respondent No. 7 in WPL/3337/2015.*

**CORAM: S.C. DHARMADHIKARI &
G.S. PATEL, JJ.**
DATED: 22nd January 2016

PC:-

1. By this Petition under Article 226 of the Constitution of India, the Petitioners have prayed for issuance of a Writ or

Certiorari or any other Writ, Order or Direction in that nature calling for the record and proceedings pertaining to an order dated 1st January 2015 disposing of a Claim/Application No. 304 of 2011 and after scrutinizing it for its validity and legality quash and set aside the same.

2. The Petitioners have sought a declaration in terms of prayer clause a(iii).

3. After the Writ Petition was argued for some time, on instructions from the Petitioners, it is agreed that the Petitioners would not press their challenge insofar as the declarations claimed in prayer (a) and for Writ of Certiorari in prayers (b) and (c).

4. They are also not seeking any relief in terms of prayer clause (d).

5. All such prayers and reliefs are given up on the specific understanding that redevelopment of the property undertaken by the Developers, namely, Respondent No. 7 pursuant to a Letter of Intent ("LoI" for short) and under which benefits are conferred on the members of the Petitioner No. 1-Society would be extended to all such eligible Petitioners as are presently found eligible.

6. It is further agreed that those of the Petitioners who have applied for declaring them as eligible and proceedings in that behalf are pending, upon conclusion of the proceedings and order in favour of the Petitioners, even they will be accommodated in the Scheme.

7. It is further agreed between the parties that so long as the permanent alternate accommodation meant for eligible slum-dwellers is not ready for occupation, all such eligible persons and beneficiaries of the Scheme would be entitled to certain temporary benefits. Since it is not possible to arrange for a temporary/transit accommodation, a compensation in lieu thereof and determined at Rs. 15,000/- per month for residential/residential-cum-commercial would be paid and such compensation will be paid monthly. Such of the Petitioners who are eligible would be paid this amount for a period of two years. However, the payment would commence on the Petitioners' vacating the existing structures and handing over vacant and peaceful possession thereof to the Developer so as to enable him to demolish those old structures and redevelop the property.

8. In the event, this project is not completed within two years, then, the compensation would be revised if agreed along with others and also in case of the Petitioners and such of them who are later on found to be eligible.

9. The Petitioners shall vacate their existing premises on or before 29th February 2016 peacefully and hand over them to the Developers for demolition. This direction is issued because of a request of the Petitioners to grant them four weeks time and also on an undertaking that none others than the Petitioners and their family are in possession of the existing structures, no third party have been inducted nor the existing premises have been transferred in any manner. It is stated that some of the Petitioners and who are not eligible have filed applications requesting that they be declared

so and for enabling them to obtain the benefits of the Scheme on par with others. If any applications of this nature are pending either before the Initial Authority or in appeal, they shall be decided as expeditiously as possible and within a period of three months from the date of receipt of a copy of this order.

10. We also record the statement of Respondent No. 7, on instructions, that it shall abide by all such terms and conditions of the LoI, including extending any differential compensation to such of those occupants whose names figure in Annexure II “2” for additional area over and above 269 square feet. It is agreed and we, therefore, direct that such of the eligible Petitioners who have still not signed and executed an agreement with the Developer, the Developer-Respondent No. 7 shall take prompt steps and on or before the date specified above, namely, 29th February 2016 execute such individual agreements, so that they can be assured of the permanent alternate accommodation. Equally, we direct after agreement between parties that the monthly payment of compensation at the rate specified above shall be disbursed by a bankers cheque.

11. Needless to clarify that in the event the Petitioners do not vacate the premises as directed above by 29th February 2016, it would be open for the Authorities as also the Developer to forcibly evict them and if necessary with the police assistance. The local Police Station shall extend all assistance in that behalf.

12. It is also clarified that breach and violation of any of these directions as above would invite proceedings under Contempt of Courts Act, 1971 as well.

13. We also record the undertaking given by Respondent No. 7, on instructions, that a sum of Rs. 13,20,000/- by way of of Pay Order shall be deposited in the account of the Slum Rehabilitation Authority maintained by Respondent No. 7. This account shall not be closed until the Slum Rehabilitation Authorities directs the Respondent No. 7 to close the same.

(G. S. PATEL, J.)

(S. C. DHARMADHIKARI, J.)