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

WRIT PETITION (L) NO. 3342 OF 2017

Geeta Tenants Welfare Association .. Petitioner
Vs.
The Collector, Mumbai Suburban District & Ors. .. Respondents

Mr. Devansh Malholtra for the Petitioner.
Ms. Sheetal Mane for the Respondent-MCGM.
Mr. Girish Godbole a/w. Ms. Jain Kanade i/b Mr. Parag Tilak, Ms. Nikita Jacob for the Respondent Nos.3 & 4.
Mr. Nanda Shegar, Assistant Engineer (Building-Factory), K/West.
Mr. B. K. Sankhe, Assistant Engineer (Building Proposal) K/West.

CORAM : SMT. VASANTI. A. NAIK AND
MR. RIYAZ I. CHAGLA, JJ.
DATE : 8th DECEMBER, 2017.

P. C. :

Heard.

According to the petitioners-association which comprises of the members-tenants-occupiers of the building, the members are ready for the redevelopment of the building but the predecessor-in-title of the respondent No.4 as also the respondent No.4 are not ready to abide by the consent terms which cast an obligation on the respondent No.4 to provide for permanent alternate accommodation to the petitioners and also grant them a particular sum towards transit rent after they vacate the premises. It is stated that the respondent No.4 is in a hurry to demolish the building with a view to oust the petitioners without entering into any agreement with them for permanent alternate accommodation and without granting any transit rent to them. It is stated that the members of the petitioners-association are in a very pitiable condition, in as much as the consent terms are not implemented and the building is sought to be demolished. It is stated that a direction may be issued against the

corporation in the aforesaid set of facts, not to grant the commencement certificate to the respondent No.4 or the developer.

Mr. Godbole, the learned counsel for the respondent Nos.3 & 4 states that the consent terms are conditional and they were executed in respect of only 51 out of 79 tenants. It is stated that the respondent No.4 is ready to provide alternate accommodation and also transit rent but it would not be possible to provide for the area or the amount mentioned in the consent terms.

Ms. Mane, the learned counsel for the corporation states that the commencement certificate would not be granted in respect of the proposed building until the consent of 100% tenants is secured by the owner or developer for the redevelopment and agreements are executed by the owner/developer with all of them. It is submitted that since the building is in a highly dilapidated condition, it would be dangerous for the people residing in the same and the nearby residents, if the same is not demolished.

Though, we prima facie do not find any merit in the submission made on behalf of the respondent No.4 that it would not be possible to grant the permanent alternate accommodation to the extent as is mentioned in the consent terms and also the amount towards transit accommodation, as mentioned in the consent terms, since the grievance of the petitioners-association would stand redressed in view of the statement made by the learned counsel for the corporation that the commencement certificate would not be granted to the owner/developer unless the consent of 100% tenants/occupiers is secured, it would be necessary to dispose of the writ petition by accepting the statement of the corporation which would be binding on the corporation, as the members of the petitioners-association would be entitled to avail the other remedies as far as the consent terms are concerned.

Hence, by accepting the statement made on behalf of the

respondent-corporation which would be binding on the corporation, we dispose of the writ petition. Since the building is in an extremely dilapidated condition, in view of the statement made by the learned counsel for the corporation and also that it is not the petitioners' case that the building is not in a dilapidated condition as they are seeking permanent accommodation in the redeveloped property and other benefits, we permit the corporation and/or the owner-respondent No.4 to demolish the building by taking due care and caution while demolishing the same.

The learned counsel for the petitioners states that three families that are residing in the dilapidated building would vacate the premises within four weeks. The statement is accepted. The demolition of the building could be undertaken immediately after the families vacate the premises. It is stated on behalf of the petitioners that the three families/occupants would reside in the premises for four weeks or less than that, at their risk and costs and neither the corporation nor the owner would be responsible for any untoward incident. We accept the statement and the same would be binding on the petitioners. Order accordingly. No costs.

[RIYAZ I. CHAGLA, J.]

[SMT. VASANTI A. NAIK J.]