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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION (L) NO.190 OF 2018**

Sugandha S Murkute & Ors	...Petitioners
<i>Versus</i>	
State of Maharashtra & Ors	...Respondents

Mr R Kachare, *I/b HU Khan, for the Petitioner.*
Mr ST Sathekar, *AGP, for State-Respondent No.1.*
Mr SP Thorat, *for Respondent No.8.*
Mr Pravin Samdani, *Senior Advocate, with Mr Prathamesh Kamat*
I/b PS Sadanand, for Respondent No.7.

CORAM: G.S. PATEL, J
DATED: 12th February 2018

PC:-

1. I have before me an Affidavit dated 12th February 2018 signed by or on behalf of Petitioners Nos. 1 to 12. The Affidavit is taken on record. It notes that the Petitioners have been apprised by their Advocates of the facts and circumstances involved and the consequences of what was put to them in Court on the last occasion.

2. The Affidavit contains several undertakings. I will accept these in principle but in the following terms:

- (a) The Petitioners seek time of eight weeks to vacate. They say that many of them have school and college going children and that their examinations approaching. I will extend time to vacate from today not by eight weeks, but by a little longer, until 27th April 2018. This slightly longer extension is with the consent of the 7th Respondent and is to allow the Petitioners and their families enough time to make arrangements and also allowing for school and college examination schedules.
- (b) As regards temporary alternate accommodation or transit rent, the demand from the Petitioner is Rs.15,000/- p.m for 36 months. This is higher than what is being paid to others who are being rehabilitated as part of the project. The Petitioners cannot expect preferential treatment. They will get exactly the same terms as are being given to others similarly situated i.e. Rs.10,000/- p.m. payable in advance annually. The understanding or agreement is initially for a period of three years, which is the expected or anticipated project completion deadline for the rehabilitation buildings, but it goes without saying that this is to continue until possession is delivered. Further, if others entitled to rehabilitation are given an increase then a similar increase will be given on identical terms to these Petitioners as well.

(c) The 7th Respondent will execute the necessary individual agreements with each of the eligible slum dwellers in the same manner, mode and on the same terms as are being done or have been done with other eligible slum dwellers.

3. It appears that the son of the 7th Petitioner is making an independent claim. This order does not confirm or confer any rights in favour of the son, Vijay Subhash Pawar. His claim to eligibility will be processed in accordance with law. If he is found eligible, the same terms as above will be apply to him.

4. In view of this, Mr Kachare on instructions states that all allegations made against 7th Respondent stands withdrawn. The Petitioners' complaints against the 7th Respondent similarly stand unconditionally withdrawn.

5. The obligations of the 7th Respondent are on the basis that the Petitioners will vacate their respective structures by 27th April 2018. In default, the Deputy Collector, taking such police assistance as is necessary, and which will be rendered him by the local police authorities on production of an authenticated copy of this order, will proceed to forcibly evict the Petitioners from their respective structures and deliver vacant possession to the 7th Respondent.

6. I am making it clear that any resistance to delivering possession on time may result in the reduction or even the forfeiture

of any of the benefits, transit or final, that are made available to the Petitioner slum dwellers.

7. There will no extension of time under any circumstances. The Petition is disposed of in these terms. No costs.

(G. S. PATEL, J)