

Mohd Firoz Mohd Siddiqui	...	Petitioner
Vs.		
State of Maharashtra and others	...	Respondents

Mr. Sanjiv A. Sawant for Petitioner.
Mr. Sukanta Karmakar, AGP for Respondents No.1 and 2.
Mr. Shankar P. Thorat for Respondent No.3.
Mr. A. H. Khatri i/b. Khatri Legal Associates for Respondent No.4.
Ms Sohra J. Shaikh for Respondent No.5.
Mr. Kunal Bhanage for Intervener.

**CORAM : R. M. BORDE &
R. G. KETKAR, JJ.
DATE : JANUARY 19, 2018**

P.C. :

The learned Counsel appearing for the proposed intervenor – Afzal Ali Nawab Ali Shah seeks leave to withdraw the affidavit tendered on 10.01.2018, before granting leave in favour of the proposed intervenor. The proposed intervenor is permitted to withdraw the affidavit. The office is directed to remove the affidavit from the record of the Petition.

2. This Petition can be disposed of in view of the undertaking recorded in the affidavit in reply dated 16.01.2018 presented by one Karanveer Singh Bawa, Director of Respondent No.5 company. It is recorded in paragraph 5 as quoted below:

“5. I say that the present SRA Scheme consist of two Rehab Buildings, one building is already completed and 68 slum dwellers of the said Society have been accommodated in the said Rehab Building No.1 as per the lottery conducted by the Society member in the presence of Registrar, SRA. I further submit that the remaining eligible Slum Dwellers shall be accommodated in the second Rehab building which is to be completed by 30.12.2020.”

3. It is recorded in the affidavit in reply tendered on behalf of the respondent No.5 that a Tripartite Agreement between the petitioner, the society and the respondent No.5 as promoter has already been executed in the year 2009. It is disclosed that the rent cheque for a period between April 2017 till March 2018 @ Rs.10,000/- per month amounting to Rs.1,20,000/- dated 08.09.2017 was tried to be handed over to the petitioner by the Advocate for the respondent No.5. However, the same was not accepted. Today, a cheque for amount of Rs.1,20,000/- towards the rent between April 2017 to March 2018 is tendered to the Advocate for the petitioner and the same is accepted by the Advocate on behalf of the petitioner.

4. A grievance is made by the petitioner in respect of the arrears of rent during the year 2013. The details of arrears are tendered to the Counsel representing respondent No.5. The Counsel for respondent No.5 agrees to look into the grievance in respect of the failure of the developer / respondent No.5 in payment of arrears of rent for the said period and assures that if certain dues are payable, necessary compliances shall be made within a period of 8 weeks from today.

5. It is further recorded in the affidavit in reply that the respondent No.5 will handover permanent alternate accommodation to DRP (SRA) for allotting in favour of eligible slum dwellers of the Ashra SRA Co-operative Housing Society once the said composite building construction is complete and Occupation Certificate is secured from the Competent Authority. It has further been recorded that the petitioner is an eligible slum dweller as per Annexure-II and shall be accommodated and would be given a permanent alternate accommodation in a composite building as and when the Occupation Certificate is obtained from the Competent Authority. The period of completion of the building

has been stated in paragraph 5 wherein the outer limit is prescribed as 30.12.2020.

6. In view of the statements made in the affidavit tendered on behalf of the respondent No.5, as recorded above, a grievance of the petitioner in the instant Petition substantially stands redressed. It would be open for the petitioner to raise grievance as regards induction of ineligible occupants, if any, by tendering appropriate proceedings before the appropriate authority. Mr. Khatri, learned Counsel appearing for the Society assures to handover original agreement, on verification of its record, to the petitioner.

7. In view of the above, Writ Petition is disposed of.

(R. G. KETKAR, J.)

(R. M. BORDE, J.)

Minal Parab