

dik

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

WRIT PETITION (L) NO. 832 OF 2018

Maharashtra Seva Mandal

...Petitioner

VS

Asstt.Commissioner, Municipal Corporation
of Greater Mumbai & Ors.

...Respondents

.....

Ms Gayatri Singh Sr Counsel a/w s Bhavana Mhatre for the
Petitioner.

Ms K.H.Mastakar for the Respondent/M.C.G.M.

Mr Hemant Haryan, AGP for the Respondent/State.

.....

**CORAM : A.S.OKA &
RIYAZ I. CHAGLA, JJ.
MARCH 14, 2018.**

P.C.:

Not on board. Taken on board.

2 Heard the learned senior counsel for the Petitioner,
the learned senior counsel for the first and second Respondents.
Certain clauses in the Memorandum of Understanding (“**MOU**”)
dated 22nd March, 2005 (Exh “**A**” to the Petition) enable the
first Respondent to terminate the said MOU. Two such clauses
are in the form of clauses 25 and 27 in the MOU. The impugned

notice is not a notice of termination. Unless the said MOU is terminated, either action of dispossession or demolition cannot be taken by the Mumbai Municipal Corporation. Therefore, we pass the following order:-

O R D E R

- (i) We hold that the action of demolition of the toilets and the action of dispossession of the Petitioners cannot be taken unless the MOU at Exh “A” is lawfully terminated;
- (ii) If the Municipal Corporation takes action of termination, no further steps shall be taken on the basis of the termination for a period of 15 days from the date on which the termination of MOU is communicated to the Petitioner;
- (iii) All contentions on merits are kept open;
- (iv) The Writ Petition is disposed accordingly.

(RIYAZ I. CHAGLA J.)

(A.S.OKA, J.)