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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION (L) NO.1568 OF 2018

Nirmala Sitaram Manjrekar And 7 Ors. ...Petitioners

vs

The State of Maharashtra And 4 Ors. ...Respondents

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Mr. S.G. Deshmukh, i/b. Sanket Deshpande, for the Petitioners.

Mr. H.B. Takke, AGP, for Respondent No.1.

Mr. V.P. Sawant, for Respondent Nos. 2 and 3.

Mr. Milind Sathe, Senior Advocate, a/w. Mr. H.N. Vakil and Mr. Rushil Mathur, i/b. Mulla & Mulla & CB & C, for Respondent No.5.

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CORAM : S.C. GUPTE, J.

DATED : 4 MAY, 2018

P.C. :

. After the matter is heard at some length, it is agreed between the contesting parties, namely, the Petitioner on the one hand and Respondent No.5 Developer on the other, that within eight days from today the Petitioners and Respondent No.5 shall execute agreements of permanent alternative accommodation in accordance with the draft agreement in terms of Annexure A to Exhibit "B" to the affidavit of Laxminarayan R. Bhattad dated 2 December 2016 filed in Writ Petition No.2040 of 2013. The Petitioners shall vacate their respective tenements in the existing structure within fifteen days of

execution of these agreements. Respondent No.5 undertakes to the Court to have the agreements registered in accordance with law as expeditiously as possible and at any rate within a period of two months from today. The Petitioners, for their part, undertake to the Court to attend the registration office as per the intimation of Respondent No.5 for the purposes of effecting registration of the agreements. In the event the Petitioners or any of them fail to execute the agreement in accordance with this order within the stipulated period of eight days, the impugned order of eviction passed by the authority under Section 95(A) of Maharashtra Housing and Area Development Act, 1976 shall be enforced by Respondent No.5. Respondent No.5 has offered to make available alternative transit accommodation at a site chosen by Respondent No.5 or, in the alternative, pay rent towards such accommodation. The Petitioners shall, however, be free to seek alternative transit accommodation in a MHADA Camp subject to availability. It is made clear that the offer of Respondent No.5 to accommodate the Petitioners at the designated site indicated in the impugned order or payment of rent in lieu thereof shall amount to a complete discharge of the obligation of Respondent No.5 to provide the Petitioners accommodation or rent in lieu thereof.

2. The petition is disposed of in the above terms.

(S.C. GUPTE, J.)