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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION (L) NO. 2461 OF 2019**

Laxmi Bhimsen Golait	...Petitioner
<i>Versus</i>	
The Maharashtra Housing & Area Development Authority & Ors	...Respondents

Mr Indraprakash Tripathi, *with Bhagyashri Gawas, for the
Petitioner.*
Ms Manisha Jagtap, *for Respondents Nos. 1 to 3.*

**CORAM: S. C. DHARMADHIKARI &
G.S. PATEL, JJ**
DATED: 30th August 2019

PC:-

1. Heard both sides.
2. Having perused the letters of allotment and the terms and conditions therein, we do not think that the apprehension of the petitioner as set out in this petition would really survive.
3. The respondents cannot allot the very premises which are subject matter of this communication, a copy of which is at Exhibit "C" at page 20 of the paper-book, to any third party so long as the petitioner is ready and willing to comply with the terms and

conditions. Further condition No. 20 grants the petitioner three months from the date of receipt of the communication at Exhibit “C” to make all payments and complete the formalities.

4. Now the petitioner says that the period of three months is yet to come to an end. Once it has not come to an end, then, so long as the petitioner has expressed her readiness and willingness and in any event for a period of three months the allotment cannot be cancelled. Once this is the position emerging from the admitted document, there is no need to keep this petition pending.

5. By directing that all parties shall strictly abide by the terms and conditions of the allotment, the writ petition is disposed of.

(S. C. DHARMADHIKARI, J)

(G. S. PATEL, J)