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

WRIT PETITION (LODGING NO.2801 OF 2019)

Salim Brothers	...Petitioner
V/s.	
State of Maharashtra & Ors.	...Respondents

Mr.Indu Prakash with Ms.Bhagyashri Gawas i/b Mr.C.K. Tripathi for the Petitioner.

Mr.Himanshu Takke, A.G.P. for the State – Respondent No.1.

Ms.Sayli Apte i/b Mr.P.G. Lad for the Respondent No.2.

Ms.Sowmya Srikrishna with Mr.Chirag Kamdar, Ms.Nanki Grewal and Ms.Paridhi Saraf i/b M/s.Wadia Ghandy & Co. for the Respondent No.3.

CORAM : R.D. DHANUKA, J.
DATE : 4TH OCTOBER, 2019.

P.C. :-

1. By this writ petition filed under Article 226 of the Constitution of India, the petitioner has impugned the notice dated 24th September, 2018 passed by MHADA under section 95A (2) of MHADA Act, 1976.

2. The grievance of the petitioner is that the alternate premises offered to the petitioner by the respondent no.3 is not suitable for carrying on business which the petitioner is presently carrying on in the existing premises. The case of the petitioner is that the respondent no.3 has not intimated as to when the agreement for permanent alternate accommodation would be executed between

the petitioner and the respondent no.3. The grievance of the petitioner also is that though the petitioner is occupying three shops, MHADA in the impugned order has referred to alternate accommodation in respect of two premises. It is also the case of the petitioner that to the other occupants having commercial premises the respondent no.3 has offered the rent at higher rate than the rate offered to the petitioner.

3. Learned counsel appearing for the respondent no.3 on the other hand submits that the respondent no.3 has offered the rent at the rate of Rs.250/- per sq. ft. to all the occupants having commercial area over 100 sq. ft. She submits that MHADA rightly considered godown nos.1 and 2 in "A" block as one shop for the purpose of offering temporary alternate accommodation. It is submitted by the learned counsel for the respondent no.3 that the rent at the rate of Rs.250/- per sq. ft. would be offered to the petitioner i.e. in one set for shop no.1 and another for godown nos.1 and 2. Insofar as execution of permanent alternate accommodation agreement is concerned, it is submitted that the same would be executed with the petitioner within two months from the date of issuance of I.O.D. by the Municipal Corporation. It is submitted that none of the occupants have been offered or paid the rent more than Rs.250/- per sq. ft. having commercial area under the scheme under consideration.

4. In view of the statement made by the learned counsel for the respondent no.3, I am not inclined to interfere with the impugned

order passed by MHADA under section 95-A of MHADA Act. The petitioner is directed to vacate the premises within one week from today and hand over vacant possession to the respondent no.3. The respondent no.3 shall pay transit rent at the rate of Rs.250/- per sq. ft. in respect of shop no.1 and another for godown nos.1 and 2. The statements made by the learned counsel for the respondent no.3 that the agreement for permanent alternate accommodation would be executed within two months from the date of issuance of I.O.D. by the Municipal Corporation and about the rent are accepted as and by way of an undertaking to this Court.

5. If the petitioner does not vacate the premises within one week from today and does not hand over vacant possession of the shop / godown in occupation of the petitioner to the respondent no.3, the respondent no.3 would be at liberty to take forcible possession from the petitioner if necessary with the assistance of Police.

6. If there is any dispute raised by the petitioner in respect of higher transit rent, the same can be considered by appropriate authority on its own merit.

7. The writ petition is disposed of on aforesaid terms. There shall be no order as to costs. Parties to act on the authenticated copy of this order.

(R.D. DHANUKA, J.)