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

WRIT PETITION (LODGING) NO.2814 OF 2019

Anthony Andrade	...Petitioner
V/s.	
The State of Maharashtra & Ors.	...Respondents

Mr.Suresh Sabrad with Mr.Amey C. Sawant for the Petitioner.
Mr.Shamrao B. Gore, A.G.P. for the State – Respondent Nos.1, 3 and 4.
Mr.Vinod P. Sangvikar with Mr.Yogesh P. Morbale for the Respondent No.6.
Mr.Anoop Patil for the S.R.A. - Respondent No.7.

CORAM : R.D. DHANUKA, J.
DATE : 15TH OCTOBER, 2019.

P.C. :-

1. By this petition filed under Article 226 of the Constitution of India, the petitioner has impugned the order dated 1st November, 2018 passed by the respondent no.2 dismissing the appeal filed by the petitioner and upholding the order passed by the learned Additional Collector dated 14th December, 2017 which appeal was filed challenging the order dated 16th March, 2016 passed by the Deputy Collector (E & R) under section 3-E of the Maharashtra Slum Areas, (Improvement, Clearance & Redevelopment) Act, 1971.

2. The petitioner was allotted a shop on 9th June, 2006 by the authority. It is the case of the petitioner that though the said shop could not have been given on leave and license basis or by way of

tenancy, the petitioner being 84 years old and was not aware of necessity of obtaining any prior permission before giving the shop on leave and license basis, action initiated by the authority against the petitioner be quashed and set aside.

3. A perusal of the order passed by the Grievance Redressal Committee clearly indicates that by a registered leave and license agreement dated 6th December, 2012 executed by the petitioner and M/s.Ekod-18 Networking Private Limited, the said tenement no.001 was rented out by the petitioner in favour of the said licensee for a period of three years under consideration of Rs.22,000/- per month and security deposit of Rs.1,50,000/-. The petitioner does not dispute that prior to the date of execution of the said agreement dated 6th December, 2012, no permission was obtained by the petitioner from the Slum Authority. The petitioner claims to have applied for permission only on 16th June, 2006 after the Deputy Collector, S.R.A. had already issues a notice upon the petitioner for initiating an action under section 3-E(1) and (2) of the Maharashtra Slum Areas, (Improvement, Clearance & Redevelopment) Act, 1971 and after action was already initiated on 16th March, 2016.

4. Learned counsel for the petitioner submits that in view of the old age of the petitioner at least during his life time the impugned order passed by the authorities below shall be stayed and in the mean time the Assistant Registrar, S.R.A. shall be directed to consider the application already made by the petitioner on 16th June,

2016 seeking permission to transfer the suit premises on leave and license basis.

5. The submission of the learned counsel for the petitioner is vehemently opposed by the respondents on the ground that in terms of section 3-E of the Maharashtra Slum Areas, (Improvement, Clearance & Redevelopment) Act, 1971, before expiry of 10 years, the execution of the said leave and license agreement was prohibited.

6. The petitioner has admittedly not obtained any permission before execution of the said leave and license agreement. Insofar as the application for permission to give the said tenement on leave and license basis is concerned, the said application is made only after an action is already initiated against the petitioner under section 3-E of the Maharashtra Slum Areas, (Improvement, Clearance & Redevelopment) Act, 1971. The three authorities below have passed the order against the petitioner and have rendered clear finding that the petitioner had committed breach of the provisions of the Slums Act and the resolution passed by the authorities. I am thus not inclined to interfere with the impugned orders passed by the authorities below. No case is made out for grant of any relief in favour of the petitioner. The petition is devoid of merit and is accordingly dismissed. There shall be no order as to costs.

(R.D. DHANUKA, J.)