

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

**CONTEMPT PETITION (L) NO.4 OF 2019
WITH
NOTICE OF MOTION (L) NO.2237 OF 2018
IN
SUIT (L) NO.1311 OF 2018**

Sunil Kate and Ors.Petitioners
Vs.
Maharashtra Housing and Area
Development Authority and Ors.Respondents

Mr. Amogh Singh I/b. D.P. Singh for petitioners.
Mr. Sunil Kate, petitioner no.1 present.
Mr. Rajesh Bajrangbahadur Yadav, petitioner no.2 present.
Mr. Sandeep Santram Kate, petitioner no.3 present.
Mr. Sandeep Pandurang Bhosale, petitioner no.4 present.
Mr. Ramchandra M. Yadav, petitioner no.5 present.,
Mr. Pravin Samdani, senior advocate a/w. Mr. Zal Andhyarujina, Mr. Karl Tamboly, Ms. Jasmin Kachalia, Mr. Abinash Pradhan, Mr. Akshit Dedhia, Mr. Aryan Srivastava I/b. Wadia Ghandy and Company for respondent nos.3(a), 3(b), 3(d), 3(e), 3(f), 3(g), 3(h) and 3(i).
Mr. G.N. Salunkhe I/b. Mr. Umesh Kurunt for respondent no.4.
Mr. H.B. Takke, AGP for State of Maharashtra.
Mr. Amit Dilip Thacker, respondent no.3(a) present.
Mr. Zubin Merchant, respondent no.3(b) present.
Mr. Venkatesh Gopalkrishnan, respondent no.3(d) present.
Mr. Nirav B. Dalal, respondent no.3(e) present.
Mr. Mukesh B. Waghela, respondent no.3(f) present.
Mr. Pandurang W. Thakur, respondent no.3(g) present.
Mr. Vishwash More, respondent no.3(h) present.
Mr. Shriniwasan Iyer, respondent no.3(i) present.

**CORAM : K.R.SHRIRAM, J.
DATE : 8th FEBRUARY 2019**

P.C.:

1 The petition was heard for some time and by consent, the following order is passed :

(a) Defendant no.3 shall pay to each of the plaintiffs a

transit rent at the rate of Rs.24,000/- per month. Defendant no.3 shall pay the transit rent for one year in advance to each of the plaintiffs on or before 9th February 2019.

There will be an increase of 10% in the monthly rent payable after one year and every year there will be an increase of further 10%.

The transit rent shall be paid continuously till the outcome of the suit.

(b) In the event plaintiffs succeed in the above suit, defendant no.3 shall provide to each of the plaintiffs permanent alternate accommodation in a new construction in Samata Nagar Project on ownership basis of an area which shall not be less than the area currently in occupation of plaintiffs in the five suit premises.

(c) Defendant no.3 shall construct and keep unsold five premises of an area which shall not be less than the area currently in occupation of the plaintiffs in the five suit premises in the new construction which shall abide the result of the above suit.

(d) Plaintiffs to vacate the five premises in possession of plaintiffs which are the subject matter of the above suit on or before 4th March 2019, subject to receiving the advance rent as per clause – (a) above. Defendant no.3 shall be entitled to demolish the building in which the five suit premises are situated, subject to the rights and contentions of the parties in the suit.

(e) notices of motion are disposed in above terms.

2 Mr. Samdani states that alongwith the advance rent, each of the five plaintiffs will also be given a sum of Rs.10,000/- towards transportation charges. Mr. Singh, on instructions from the five plaintiffs states that apart from these amounts, there are no other amounts payable. However,

Mr. Singh reserves his right to amend the plaint to sue defendants for damages.

3 Defendants to file written statement and serve a copy thereof upon plaintiffs on or before 28th February 2019.

4 Plaintiffs shall not delay the disposal of the suit.

5 Suit be listed on 6th March 2019 for issues on which date parties shall come with agreed draft issues and a separate list of issues on which they are unable to agree. Parties are also put to notice that if this direction is not complied with they might be put to terms.

6 Apart from the suit, all interim applications including contempt petition stand disposed.

7 All office objections in the suit to be removed and suit to be numbered within three weeks from today.

(K.R. SHRIRAM, J.)