

Qamar Sultana Sohail Kazi	}	Petitioner
versus		
State of Maharashtra	}	
and Ors.	}	Respondents

Mr.Chirag Kamdar with Mr.Nanke G.S. i/b. M/s.Wadia
Ghandy and Co. for respondent no.5.

DATED :- NOVEMBER 6, 2019

1. Having heard both sides and finding that the premises occupied by the petitioner are already demolished, we are not inclined to interfere in writ jurisdiction.

2. The fifth respondent has been implementing a cluster development scheme in a huge area known as Bhendi Bazar comprising of several structures on the land, in which, the fifth respondent has derived interest and rights of redevelopment and the occupants of the structures are to be rehabilitated permanently. The rehabilitation is by way of permanent alternate

accommodation at the very site. Pending the handing over of this accommodation, there is an offer to shift the parties like the petitioner to transit premises or pay compensation in lieu thereof. The petitioner has opted for compensation in lieu of the transit accommodation. The compensation is determined at Rs.1,24,645/- per month. An advance payment of two years would be made by a pay order/ demand draft. That would be handed over by tomorrow i.e. 7th November, 2019. We accept the statements made by the learned advocate appearing for respondent no.5 that such a demand draft would be handed over and equally, an agreement for permanent alternate accommodation would be executed within a period of two months from the date of receipt of the Intimation of Disapproval (IOD) from the Municipal Corporation, as undertakings given to this court.

3. The writ petition is disposed of in terms of the above.

(R.I.CHAGLA, J.)

(S.C.DHARMADHIKARI, J.)