

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

WRIT PETITION (L)NO.3607 OF 2018

Fernandes S. John	..	Petitioner.
v/s.		
Deputy Collector & Others	..	Respondents.

Ms. Bhavana Mhatre, for the Petitioner.

Mr. Mohansinh Rajput i/b. Kshitija Wadkar & Associates, for the Respondent Nos. 1 and 2.

Mr. Suresh Sabrad i/b. Mr. Yuvraj Pail, for the Respondent No.3

**CORAM: A.S.OKA &
M.S.SANKLECHA, JJ.**
DATE : 25th APRIL, 2019.

P.C:-

There is no dispute between the Petitioner and the third Respondent that an agreement for grant of permanent accommodation has been executed. There is no dispute that for the period from 25th May, 2018 till 24th April, 2019, the 3rd Respondent has paid an amount at the rate of Rs.22,000/- per month to the Petitioner to enable the Petitioner to acquire temporary accommodation. The learned Counsel for the third Respondent, on instructions of Mr. Indraneel Nitin Roy, its partner who is present in the Court states that rent at the rate of Rs.22,000/- per month for the period up to 31st March, 2020 will be deposited in the account of the Petitioner within a period of two days from today. He states that from

1st April, 2020 onwards till the date of delivery of possession of the permanent accommodation, the third Respondent will continue to pay the rent to the Petitioner. He also states that there will be increase in the rent amount at the rate of 10% per annum for every year starting from 1st April, 2020. We accept the statements as the undertakings of the third Respondent.

2 Prayer clause (a) is worked out in view of the aforesaid statements. As far as prayer clause (b) is concerned, the learned Counsel appearing for the Petitioner states that Petitioner is not pressing the said prayer.

3 Accordingly, the **Petition** is **disposed of**.

(M.S.SANKLECHA,J.)

(A.S.OKA,J.)