

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

WRIT PETITION (L) NO.3663 OF 2018

Shaikh Mohd. Hanif Yusuf	...	Petitioner
Versus		
The Maharashtra Housing and Area Development Board	...	Respondent

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Mr. S.K. Dubey for the Petitioner.
Ms. Sharmila U. Deshmukh for the Respondent.

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CORAM : S.C. GUPTE, J.

DATE : 22 APRIL 2019

P. C. :

. This writ petition seeks to challenge an order passed by Maharashtra Housing and Area Development Authority (MHADA) on 25 September 2018. The controversy concerns allotment of Flat No.5/D/001 to the Petitioner. By the impugned order, the allotment was cancelled, purportedly on the ground that the Petitioner had not paid the requisite amount in accordance with the Letter of Intent (LoI) issued to him for the particular allotment. It is the Petitioner's case that he has already paid the entire sum of Rs.7,52,000 in accordance with the LoI to the Respondent. The Petitioner now files a further affidavit, placing on record the receipts of various payments made by the Petitioner in this behalf. These receipts show that one particular payment of Rs.3,50,000 purportedly made on 27 September 2006 is shown against Flat No."002". Actually, this payment was made by the Petitioner for his flat. The person, in whose account this

amount is shown, has also sworn an affidavit dated 4 April 2019 *inter alia* testifying the fact that entire consideration of Rs.7,52,000 for his flat, i.e. Flat No.002, has been paid by him and this amount of Rs.3,50,000, which is wrongly shown in his account, could be adjusted towards the flat allotted to the Petitioner herein. Both further affidavit of the Petitioner and the other allottee, Mr. Abdul Suleman Metar, are tendered across the Bar by learned Counsel for the Petitioner. Learned Counsel for MHADA states that MHADA shall verify these payments, including the payment purportedly wrongly shown in the account of Abdul Suleman Metar and pass a fresh order concerning the Petitioner. Accordingly, the impugned order dated 25 September 2018 passed by the Respondent is quashed and set aside and the matter is remitted to the Respondent for a fresh consideration. The Respondent shall verify the payments made claimed by the Petitioner towards Flat No.5/D/001, Unity Co-op. Housing Society (Proposed), now known as Oshiwara Crescent Co-op. Housing Society Ltd (Regd.), Patli Putra Nagar, Oshiwara, Jogeshwari (West), Mumbai-400 102, including the payment shown in the account of Abdul Suleman Metar, but which is to be adjusted to the account of the Petitioner. If the Respondent finds the payment of Rs.3,50,000 in the account of Abdul Suleman Metar as over and above the consideration of Rs.7,52,000 paid by him, the same shall be adjusted in the account of the Petitioner as submitted by the Petitioner in his affidavit of 4 April 2019.

2 Till the Respondent considers the matter and passes its order afresh and for two weeks thereafter, the interim protection ordered in favour of the Petitioner shall continue to operate.

3 The petition is disposed of in the above terms.

(S.C. GUPTE, J.)