

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

WRIT PETITION (L) NO.67 OF 2020

Amit Himmatlal Vadhel

.... Petitioner

versus

Slum Redevelopment Authority & Ors.

.... Respondents

.....

- Ms.Sumedha Rao, Advocate for Petitioner.
- Ms.Bhavika Thakkar i/b. Abhijeet Desai i/b. Desai Legal, Advocate for Respondent Nos.1 and 2.
- Mr.Raju R. Gupta i/b. Ashish Verma, Advocate for Respondent No.3.

**CORAM : K. K. TATED &
SARANG V. KOTWAL, JJ.
DATE : 09th JANUARY, 2020.**

P.C. :

1. Pursuant to the praecipe filed by the learned Counsel for the Petitioner, the matter is taken on production board.
2. Heard learned Counsel for the parties.
3. In the present proceedings the Petitioner purchased a flat No.G-1 on ground floor of Building No.2, in Building known

as 'Indrapuri', Sodawala Lane, Borivali (W), Mumbai-92, from Respondent No.3 by registered agreement for sale dated 13/12/2016.

4. By this Writ Petition under Article 226 of Constitution of India, the Petitioner is seeking direction against the Respondent No.1 i.e. the SRA to allot her another flat in building No.2, as the Respondent No.3 committed fraud on Petitioner.

5. The learned counsel for the Petitioner submits that Petitioner learnt that Respondent No.3 already made a statement in another proceeding that he will not create any third party right, title and interest in respect of the suit flat No.G-1 on ground floor of Building No.2, of SRA Scheme. She submits that in spite of the said statement, Respondent No.1 sold the said flat to the Petitioner. Hence, Petitioner by his letter dated 18/11/2019 called upon SRA as well as Respondent No.3 to provide another flat carpet flat carpet area 244 sq.ft. or 270 sq.ft built up in Sodawala Lane, Borivali (W) or pay a sum of

Rs.45,90,000/- by way of compensation. In reply to the said notice, Respondent No.3 by their letter dated 13/06/2019 admitted the said transaction and showed their readiness to refund the entire consideration of Rs.20,00,000/- with 9% interest. Paragraph No.4 of the said letter dated 13/06/2019 reads thus;

“4) With reference to unnumbered paragraphs No.4 of your letter under reply my client states since the process of giving lawful possession awaiting completion and therefore it is not possible to give the possession of the flat to your client. My client further states that since there is a delay in handing over the possession of the flat to your client, my client is ready and willing to refund the entire consideration of Rs.20,00,000/- (Rupees Twenty lacs only) to your client with 9% simple interest so that no hardship and mental agony is caused to your client. My client once again request you and your client that any threats of legal action is advance to my client then the same shall be dealt with in an appropriate legal manner of which you and your

client may take note off.”

6. When this Court declined to entertain the present Petition, the learned Counsel for the Petitioner submits that the Petitioner may be permitted to withdraw the present Petition with liberty to file fresh proceedings according to law. To that effect she has given writing. Same is taken on record and marked 'X' for identification. Same is accepted.
7. Writ Petition stands disposed of as withdrawn with liberty as prayed.
8. No order as to costs.

(SARANG V. KOTWAL, J.)

(K.K.TATED, J.)