

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

WRIT PETITION NO.2822 OF 2019

Mukesh Lekhraj Lulla ... Petitioner
versus
State of Maharashtra & Ors. ... Respondents

Mr. Ajeef Manwani with Mr. Faisal Vora i/by A and A Legal, for Petitioner.
Mr. Manish Upadhye, AGP, for State.
Mrs. Sheetal Metkari, for MCGM.

**CORAM: S.J. KATHAWALLA &
B.P.COLABAWALLA, JJ.**

DATE: 27th JANUARY, 2020

P.C.:

1. The learned Advocate for the Petitioner has submitted before us that though the building on plot No.59, Sindhi Immigrants Co-op. Hsg. Society Ltd., Road No.1, Sindhi Society, Chembur, Mumbai – 400 071 is constructed for residential purpose, Respondent No. 4 is using the premises on the first floor of the building for commercial purpose. He submitted that the Corporation should therefore, revoke the permissions granted to Respondent No. 4 allowing him to use Flat No.101 as commercial shop/professional office.

2. This Court pointed out to the Advocate for the Petitioner Clause 17 of the agreement dated 31st December, 2014 executed by and between the Petitioner and the developer, wherein it is specifically provided that though the building constructed

shall be exclusively used for the residential purposes, the first floor of the said building can be used for commercial purpose by the owner of the 1st floor. The Advocate for the Petitioner submitted that he was given certain oral assurances by the builder. We are not inclined to take cognizance of any oral assurance or understanding between the parties, in view of the written agreement containing Clause 17 of the Agreement. The question therefore of granting any relief as sought or otherwise in the above Writ Petition does not arise and the same is dismissed.

(B.P.COLABAWALLA, J.)

(S.J.KATHAWALLA, J.)