

Uday S. Jagtap

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

**WRIT PETITION NO. 725 OF 2021
WITH
INTERIM APPLICATION (L) NO. 10982 OF 2021
IN
WRIT PETITION NO. 725 OF 2021**

Dinesh Motiram Ahir & Ors.

.. Petitioners

Vs.

The State of Maharashtra & Ors.

.. Respondents

.....

Mr. R.D. Soni a/w Ms. Uma Sharma i/b Dharam & Co. for the petitioners

Mr. Monil Punjabi a/w Mr. Mohan Salian for respondent no.4

Mr. S.B. Gore, AGP for respondent State

Mr. P.G. Lad a/w Ms. Sayli Apte, Reeta Pawar for respondent nos. 2 and 3

**CORAM : K.K. TATED &
PRITHVIRAJ K. CHAVAN, J.J.**

DATED : 10th AUGUST, 2021

P.C.

1. Heard learned Counsel for the parties.
2. By this petition under Article 226 of the Constitution of India, the petitioners are seeking several reliefs against respondent no.4 in respect of alternate temporary accommodation as well as arrears of rent.
3. Mr. Soni, the learned Counsel appearing on behalf of the

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petitioners submits that now the matter is settled between the petitioners and respondent no.4. He tendered on record the Minutes of Order dated 10th August, 2021 between the petitioners and respondent no.4. The same is taken on record and marked “X” for identification. Same is accepted.

4. The learned Counsel for the petitioners submits that petitioner nos. 1 – Dinesh Motiram Ahir; petitioner no.2 – Raju Mahadev Gorivale and petitioner no.3 – Mrs. Kamladevi Mahesh Chaurasia are present in Court. They entered into the witness box. They accepted the terms and conditions of the minutes of order. The minutes of order dated 10th August, 2021 reads thus :-

“MINUTES OF ORDER BETWEEN PETITIONERS AND RESPONDENT NO.4”

(1) The parties to the consent terms (Petitioners and Respondent No.4) confirm and declare that they have amicably resolved their dispute/s in the following terms:

- (a) The Parties to the Consent Terms admit that the Petitioners are entitled for one Permanent Alternate Accommodation each in lieu of their respective old residential premises demolished by the Respondent No.4 for redevelopment under Regulation 33 (7/9) of Development Control Regulations for Greater Bombay, 1991.*
- (b) The Respondent No.4 has allotted and undertakes to handover to each of the Petitioners a self contained flat, complete in all respect, bearing number 703 on 7th Floor to Petitioner No.1, 202 on 2nd Floor to*

Petitioner No.2 and 404 on 4th Floor to Petitioner No. 3, each admeasuring 400 sq. ft. carpet in the newly constructed building known as “Aman Griha” on original plots bearing CS No.3082 (now amalgamated) of Bhuleshwar Division at 1st Carpenter Street , Mumbai -400004, on ownership basis and free of costs in lieu of their respective old residential premises upon receipt of the part or full occupation certificate whichever is earlier.

- (c) The Respondent No.4 agrees and undertakes to execute an Agreement of Permanent Alternate Accommodation with the each of the Petitioners in respect of their respective flats described in Term No. (b) above and register the same at their costs, charges and expenses including stamp duty & registration fees with concerned Sub- registrar of Assurance on or before 31st August, 2021.*
- (d) The Respondent No. 4 undertakes to refund to the Petitioner No. 3 on or before 31st August, 2021 an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) received by Respondent No. 4 from Petitioner No.3 towards booking of an additional 100 sq. ft. carpet area and the arrears of transit rent/compensation for the period commencing (a) from 1st August 2016 till 31st July, 2017 for Rs.1,71,600/- (Rupees One Lakh Seventy One Thousand Six Hundred Only), (b) from 1st August 2017 till 31st July, 2018 for Rs.1,71,600/- (Rupees One Lakh Seventy One Thousand Six Hundred Only), (c) from 1st August 2018 till 31st July, 2019 for Rs.2,07,636/- (Rupees Two Lakhs Seven Thousand Six Hundred Thirty Six Only), (d) for the period from 01.08.2019 to 31st July, 2020 rent was waived for providing additional 25 sq. ft. carpet area and (e) for the period from 1st August, 2020 to 31st January, 2021 for Rs.1,02,000/- (Rupees One Lakh Two Thousand Only) and thereafter from 1st February, 2021 till 31st July, 2021 the amount paid to Petitioner No. 3 as per the Order dated 7th January 2021 passed by this Hon’ble Court in the captioned Writ Petition.*

(e) Upon the Respondent No.4 complying with the above terms, all claims of Petitioners including those prayed for in the captioned Writ Petition, Consent Terms dated 20th July, 2013 filed in the Small Causes Court in R.A.D. Suit No.915 of 2013 and/or under registered Permanent Alternate Accommodation Agreement made between each of the Petitioners and Mr. Devdutt Kapadia, shall stand satisfied.

(2)The captioned Writ Petition is disposed off in terms of these Minutes of Order.”

5. The writ petition can be disposed of in terms of minutes of order by passing following order :-

ORDER

- (i) The writ petition is disposed of in terms of Minutes of Order dated 10th August, 2021.
- (ii) The Minutes of Order shall be treated as a part and parcel of the decree.
- (iii) Interim application stands disposed of in view of disposal of the writ petition.
- (iv) No order as to costs.

(PRITHVIRAJ K. CHAVAN, J.)

(K.K. TATED, J.)