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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO.336 OF 2021**

Bipin Popatlal Shah and Ors.

... Petitioners

Versus

The Mumbai Building Repairs and Reconstruction
Board and Ors.

... Respondents

Mr. Rakesh K. Agrawal, for petitioners.

Mr. Vibhav Krishna with Mr. Tahir Prande i/by Juris Consillis, for Respondent Nos.5 and 6.

**CORAM: S.J. KATHAWALLA &
SURENDRA P. TAVADE, JJ.**

**DATE: 3rd NOVEMBER, 2021
(VACATION COURT)**

P.C.:

1. Admittedly, the arrears towards compensation in lieu of temporary alternate accommodation payable to the Petitioners by the Respondent Nos.5 and 6 for the period July, 2020 to August, 2021 is Rs.79,92,555/-. The learned Advocate for Respondent Nos.5 and 6 undertakes to pay the said amount in three equal monthly installments i.e. in December, 2021, January, 2022 and February, 2022. The post dated cheques to that effect are handed over to the Advocate for the Petitioners. The directors of Respondent Nos.5 and 6 through their Counsel undertake that the said cheques will be honoured upon

presentment and in the event of the same being dishonoured, they will not contend that the default is not willful. The undertaking is accepted.

2. The directors of Respondent Nos.5 and 6 through their Counsel also inform the Court that they have paid compensation in lieu of temporary alternate accommodation to the Petitioners for the period September to November, 2021 and will continue to pay the monthly compensation on or before the 15th day of each month (starting from 15th December, 2021) until the occupation certificate is obtained and the Petitioners are put in possession of their respective permanent alternate accommodations. The undertaking is accepted.

3. Respondent No. 5 and 6 agree to make similar payments to the Respondent No.7.

4. Attention of the Advocate appearing for Respondent Nos.5 and 6 as well as Respondent Nos.5 and 6 is drawn to the consequences that would follow in case of breach of the above undertakings as held by the Supreme Court in the case of Shaheena Chadha and Anr. V/s. M/s. IREO Grace Realtech Pvt. Ltd. and Ors.¹.

5. The Petitioners shall extend all co-operation to the Respondent Nos. 5 and 6 to enable them to carry out the construction work. However, the same will not be used as an excuse by Respondent Nos. 5 and 6 for not complying with the above undertakings. Respondent Nos. 5 and 6 also undertake to pay the corpus amount to

1 Contempt Petition (C) No.463 of 2021 in Civil Appeal No.3670 of 2020

the Petitioners at the time of handing over possession of the permanent alternate accommodations to the Petitioners as agreed under the Permanent Alternate Accommodation Agreement executed by Respondent Nos.5 and 6 with the Petitioners and the Respondent No.7.

6. The Writ Petition is accordingly disposed of.

(SURENDRA P. TAVADE, J.)

(S.J.KATHAWALLA, J.)