

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION NO. 517 OF 2023**

**IN**

**WRIT PETITION LODGING NO. 23686 OF 2022**

Mohammed Riyaz Usman Shaikh

...Applicant

Versus

Maharashtra Housing And

Area Development Authority And 6 Ors.

...Respondents

**WITH**

**WRIT PETITION LODGING NO. 23452 OF 2022**

Subodh Timappa Shanbhag & Anr.

...Applicants

Versus

Maharashtra Housing And

Area Development Authority And 5 Ors.

...Respondents

**WITH**

**INTERIM APPLICATION NO. 939 OF 2023**

**IN**

**WRIT PETITION LODGING NO. 23452 OF 2022**

Subodh Timappa Shanbhag & Anr.

...Applicants

Versus

Maharashtra Housing And

Area Development Authority And 5 Ors.

...Respondents

**WITH**

**INTERIM APPLICATION NO. 874 OF 2023**

Zahid Ali Shaukat Ali Ansari

...Petitioners

Versus

Maharashtra Housing And

Area Development Authority And 5 Ors.

...Respondents

**WITH**

**WRIT PETITION LODGING NO. 3866 OF 2023**

Raj Bucket Factory

...Petitioner

Versus

The Municipal Corporation of

Greater Mumbai.

...Respondent

**WITH**

**WRIT PETITION LODGING NO. 20937 OF 2022**

|                                                                  |                |
|------------------------------------------------------------------|----------------|
| Rehana Kismat Ali Shakkh.                                        | ...Petitioner  |
| Versus                                                           |                |
| Maharashtra Housing And<br>Area Development Authority And 5 Ors. | ...Respondents |

**WITH  
WRIT PETITION LODGING NO. 20940 OF 2022**

|                                                                  |                |
|------------------------------------------------------------------|----------------|
| Farzana Habibullah Shaikh & Anr.                                 | ...Petitioner  |
| Versus                                                           |                |
| Maharashtra Housing And<br>Area Development Authority And 5 Ors. | ...Respondents |

**WITH  
WRIT PETITION LODGING NO. 23454 OF 2022**

|                                                                  |                |
|------------------------------------------------------------------|----------------|
| Ashik Abbas Hasanali Sunasara And Anr.                           | ...Petitioners |
| Versus                                                           |                |
| Maharashtra Housing And<br>Area Development Authority And 5 Ors. | ...Respondents |

**WITH  
WRIT PETITION LODGING NO. 23998 OF 2022**

|                                                                  |                |
|------------------------------------------------------------------|----------------|
| Sayed Tabassum Parvin Mohammed Sharif.                           | ...Petitioner  |
| Versus                                                           |                |
| Maharashtra Housing And<br>Area Development Authority And 5 Ors. | ...Respondents |

**WITH  
WRIT PETITION LODGING NO. 24815 OF 2022**

|                                                           |                |
|-----------------------------------------------------------|----------------|
| Soft Luggage Accutate Fitting Co.                         | ...Petitioner  |
| Versus                                                    |                |
| The Municipal Corporation of<br>Greater Mumbai and 3 Ors. | ...Respondents |

....

Mr.Rajesh Kanohjiya a/w. Rukhsana Ansari i/b. V. Shukla & Acco., for

Petitioner in WPL No.23686 of 2022, 23452 of 2022, 23453 of 2022, 20937 of 2022, 20940 of 2022, 23454 of 2022 & 23998 of 2022.

Mr.Yahya Ghoghari a/w Mustafa Sabbir Shamim i/b. Shamim & Co., for Petitioner in WPL No.24815 of 2022.

Ms.Vrushali Kabre, for Petitioner in WPL No.;3866 of 2023.

Mr.PG. Lad a/w. Ms.Sayali Apte, for MHADA in all matters.

Mr.Kunal Waghmare, for MCGM in WPL No.3866 of 2023, WPL No.20937 of 2022, WPL No.20940 of 2022, WPL 23454 of 2022, WPL No.23998 of 2022 and WPL No.24815 of 2022.

Ms. Vandana Mahadik for MCGM in WPL No.3866 of 2023, WPL No.20937 of 2022, WPL No.20940 of 2022, WPL No.23454 of 2022, WPL No.23998 of 2022 and WPL No.24815 of 2022.

Mr. Yohan Shah a/w Hasan Mushabbir i/b Negandhi Shah & Himayatullha, for Neelkamal Realtors Pvt. Ltd., Advocate for Respondent No.6 in WPL No.23686 of 2022, WPL No.23452 of 2022, WPL 23453 of 2022, WPL No.3866 of 2023, WPL No.20937 of 2022, WPL No.20940 of 2022, WPL No.23454 of 2022, WPL No.23998 of 2022 and WPL No.24815 of 2022.

Mr. Sarosh Bharucha a/w Ms. Dipti Das a/w Mr. Sunil Vyas a/w Ms. Shraddha Ambre a/w Ms. Shriya Nalawade i/b FOX Mandal & Asso., LLP for Godrej Residency Pvt. Ltd., Propose Respondent No. 7 & 8 in WPL No.3866 of 2023, WPL No.20937 of 2022, WPL No.20940 of 2022, WPL No.23454 of 2022, WPL No.23998 of 2022 and WPL No.24815 of 2022 and Respondent No.5 in WPL No. 3866 of 2023.

Mr. Girish Godbole, Senior Advocate a/w Yohaana Shah a/w Hasan Mushabbir i/b Negandhi Shah & Himayatullah, for Neelkamal Realtors Towers Pvt. Ltd., in WPL 23454 of 2022 & WPL No. 24815 of 2022.

**CORAM : G. S. KULKARNI, &  
R. N. LADDHA, JJ.**  
**DATE : March 13, 2023**

**P.C.**

1. The concern of the petitioners is in regard to a permanent

alternate agreements to be entered by respondent/Neelkamal i.e. the original owner of the property. Our attention has been drawn to a specific clause in the agreement that the liability to pay stamp duty is of Neelkamal. Mr. Godbole, learned Senior counsel for the Neelkamal would submit that certain documents may be furnished to Neelkamal by the petitioners so as to enable Neelkamal to avail concession in payment of stamp duty. Learned counsel for the Petitioner on instructions states that such assistance would be provided by the petitioner to Neelkamal and if at all any of the relevant documents are available, they would be furnished to Neelkamal.

2. For such reason let a meeting held between the parties on **Friday, 17<sup>th</sup> March 2023 at 5.30 p.m.** between Advocates for the parties, as suggested by Mr. Godbole learned Senior counsel for respondent/Neelkamal.

4. The immediate concern of the petitioner is that there is a notice issued by Municipal Corporation to demolish the transit camp. As we are adjourning the matter to **20 March 2023**, and we are quite hopeful that the disputes between the parties would possibly be resolved and more particularly, considering the fact that the Neelkamal has assigned its entire rights in respect of the project in favour of 'Godrej Residency', which has been impleaded as

respondent No.6 in Writ Petition Lodging No.3866 of 2023.

5. As agreed between the parties, Godrej Residency would also be required to be impleaded as a party respondent in the other petitions. Leave to amend to implead Godrej Residency as party respondent in the said writ petitions. Copies of the amended petitions be furnished to the Advocate for Godrej Residency who is already before the Court.

6. As we are adjourning the petition to 20 March 2023, the Municipal Corporation shall not take any coercive action against the transit camp in question. However, this shall be subject to the petitioners and other residents of the transit camp occupying their tenements at their own risk and consequences and in the event of any untoward incident of a collapse, they shall not hold the respondents or any officers of the MCGM or the State Government, or any other third parties liable. An undertaking to that effect be placed on record of this Court before the adjourned date of hearing.

7. We are thus not expressing any opinion on the condition of the transit camp.

8. At this stage we also record the petitioner's contention that after a tripartite agreement is entered with the petitioners, they are ready to vacate the transit premises.

9. In view of the above orders Interim Applications are not required to be adjudicated any further, the same are accordingly disposed of.

[R. N. LADDHA, J.]

(G. S. KULKARNI, J.)