

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

INTERIM APPLICATION NO.671 OF 2022

IN

WRIT PETITION NO.2100 OF 2006

Shubhangi Anant Kadam & Anr.

... Petitioners

(Orig Applicants)

In the matter between

Shubhangi Anant Kadam & Anr.

... Petitioners

V/s.

The Mumbai Building Repairs and

Reconstruction Board & Ors.

... Respondents

Ms. Yasmin Tavaría i/by Mr. D. A. Barot for Applicants/Petitioners.

Mr. Shanay Shah a/w. Chirag Sarwagi i/by Mr. Tushar Goradia for Respondent No.3.

CORAM : ARIF S. DOCTOR, J.

DATE : 23RD MARCH 2023

P.C. :

1. The present Interim Application has been taken out for enhancing the monthly compensation payable to the Petitioners by Respondent No.3. Learned Counsel for the Petitioners points out that by an order dated 11th August, 2006, this Court has, by consent of the parties, *inter alia* directed as follows:

“...It is clarified that in the event that the construction is not

completed on or before 31st December 2008, it would be open to the Petitioners to apply to the appropriate Court for enhancement of compensation...”

2. It is not in dispute that the construction has not been completed till date and the Petitioners have not been rehabilitated.

3. Mr. Shah, learned Counsel appearing on behalf of Respondent No.3 submits that the reason for non-completion is only permission of the MCZMA that is awaited. Learned Counsel submits that, he is presently unable to state when that permission will be received and when the construction will be completed. He submits that the several other similarly situated individuals have been offered alternative accommodation in the vicinity who have accepted the same. He submits that, the several other similarly situated individuals like the Petitioners who have entered into consent terms with Respondent No.3 and Respondent No.3 has since settled the disputes between them. Mr. Shah, learned Counsel made an offer to the Petitioners that given the uncertainty of when the construction will be completed, Respondent No.3 could rehabilitate the Petitioners in an accommodation within 2 k.m. area from the existing building.

4. Offer made by Respondent No.3, to my mind is not an unreasonable given the fact that the Petitioner would get to choose the premises. The Petitioners, however, were not inclined to accept offer and have chosen to continue with the arrangement that was arrived in the order dated 11th August,

2006.

5. Given this position, I find that the order dated 11th August, 2006 is clear. There is no dispute that the rent has to be enhanced in terms thereof. Learned Counsel has set out that the rent which was Rs.2000/- in the year 2006 was last revised to Rs.20,000/- in the year 2019. Given this, I find that it is reasonable to enhance the rent to an amount of Rs.21,000/-, for the next two years, the same shall be subject to further revision. The amount is due and payable from the date of filing of the said Application.

6. Mr. Shah, learned Counsel submitted that Respondent No.3 shall be making an Application for modification of the order dated 11th August, 2006. The Respondents are always at liberty to do so.

7. The Interim Application is accordingly disposed of.

(ARIF S. DOCTOR, J.)