



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**CIVIL APPELLATE JURISDICTION**  
**WRIT PETITION NO. 11215 OF 2024**

Bhushan Baldev Khatri and anr.

...Petitioners

*Versus*

Municipal Corporation of City of Ulhasnagar and  
 ors.

...Respondents

**Mr. A. R. Gole**, *for the Petitioners.*

**Mr. A. S. Rao**, *for Respondent Nos.3 and 4.*

**Mr. Vijay D. Patil**, *for Respondent No.1.*

**Ms. Rupali Shinde, AGP**, *for Respondent No.2-State.*

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**CORAM    M.S. Sonak &**  
**Kamal Khata, JJ.**  
**DATED:    8th August 2024**

**PC:-**

1. Not on board. Taken on board.
2. Heard learned counsel for the parties.
3. The Petitioners and Respondents Nos.3 and 4 claim to own the building that is the subject of the demolition order dated 31 July 2024 issued by Ulhasnagar Municipal Corporation (Respondent No.1). After the Corporation commenced the demolition process, the Petitioners urgently circulated this Petition with a plea that they should be allowed to carry out the demolition instead of the Corporation.

4. The 3rd and 4th Respondents, represented by Mr A. S. Rao, submitted before us that they will carry out the demolitions within 15 days at their cost. Learned counsel for the Petitioners, based on instructions from the Petitioners, states that the Petitioners, without prejudice to their rights and contentions, would have no objection to the 3rd and 4th Respondents carrying out the demolition of the subject building within 15 days from today.

5. Mr Rao, learned counsel for the 3rd and 4th Respondents, based on instructions, agrees to deposit in this Court a sum of Rs.5,00,000/—by 12th August 2024 as security for carrying out the demolition on or before 22nd August 2024. Further, the 3rd and 4th Respondents undertake to this Court that they will demolish the entire building on or before 22nd August 2024 and file a compliance report along with photographs by 23rd August 2024. Mr Rao, on instructions, states that no further extension of time will be sought, and the 3rd and 4th Respondents will not give any excuses for not completing the demolition work by 22nd August 2024. These assurances were given because of the apprehensions expressed by Mr Patil, the learned counsel for the Corporation. Mr Patil pointed out that the Corporation's demolition squad or the contractor assigned the demolition works was at the site, and all this was only a ploy to delay demolition by creating complications.

6. On instructions, Mr Rao agrees that if the demolition is not completed by 22nd August 2024, the 3rd and 4th Respondents would have no objection to the amount of Rs.5,00,000/—being transferred to the Corporation so that the Corporation can carry out the demolition works. He agreed that the 3rd and 4th respondents would then fully pay the Corporation for the demolitions.

7. All the statements made on behalf of the 3rd and 4th Respondents are accepted as undertakings to this Court. Based

upon the same, the Corporation is relieved of its obligation to demolish the subject building until further orders in this Petition.

8. Mr Vijay Patil states that the Corporation will file an affidavit indicating the expenses incurred and the value of the material, if any, recovered by the Corporation in the demolition process up to date. This aspect will be considered along with the compliance report.

9. Learned counsel for the Petitioners, on instructions, states that the above arrangement is specifically agreed to by the Petitioners without prejudice to their rights and contentions regarding ownership, etc. This is already noted.

10. If the 3rd and 4th respondents do not deposit Rs. 5,00,000/— by 12 August 2024 with advance intimation to the Corporation's learned counsel, the Corporation must proceed with the demolition without awaiting any further directions. The 3rd and 4th respondents would then be responsible for the delay and breach of undertakings based on which this Court was persuaded to defer the ongoing demolition by making this order.

11. On instructions, learned counsel for the 3rd and 4th Respondents agrees that should there be any failure to complete the demolition by 22nd August 2024, then the entire cost that the Corporation would have to bear for demolition would be borne by the 3rd and 4th Respondents.

12. List this matter on 26th August 2024 to consider compliance.

**(Kamal Khata, J)**

**(M.S. Sonak, J)**