

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO. 11213 OF 2022
WITH
INTERIM APPLICATION NO. 6319 OF 2024**

Shree Sadguru And Deluxe JV	...Applicant/Petitioner
Versus	
Rekha Gupta And Ors.	...Respondents

....

Mr. Vikramjit Garewal, for the Petitioner in WP/11213/2022.

Dr. Birendra Saraf, Advocate General, with Ravleen Sabaharwal, Ms. Niyati Gupta & Ms. Aarushi Yadav, i/b RS Justicia Law Chambers, for Respondent No. 3-SRA in WP/11213/2022.

Mr. Atul Damle, Senior Advocate, with Ms. Payal Vardhan, i/b Akash Gupta, for Respondent No.4.

Mr. Jagdish G. Aradwad (Reddy), for Respondent-AGRC.

Mr. Anil Singh, Senior Advocate, Mr. Amogh Singh, Mr. Adarsh Vyas and Mr. Akash Gupta, i/b Jeet Gandhi, for the Intervenor. SRA's CEO, present in person.

Smt. V.R. Raje, A.G.P for the Respondent – State.

CORAM	:	AVINASH G. GHAROTE, J.
DATE	:	12 th JULY 2024

P.C.:

1. The learned counsel for the parties are *ad-idem* that

the order dated 11.07.2024 records the correct position in Writ Petition No.11213 of 2022 which is as under:

“1. By an order dated 17.04.2024, this Court had recorded that the SRA – respondent No.3 had filed an affidavit on 16.04.2024, in which it was stated that the slum rehabilitation scheme was being implemented by M/s.Om Omega Shelters Private Limited, which was contrary to the fact that the engagement of the said Developer already stood terminated on 15.03.2024. An affidavit was directed to be filed in this regard. The person, who has sworn the affidavit dated 16.04.2024, has filed an affidavit, in which it has been stated, that the statement made earlier was incorrect and the authority of the aforesaid Developer stood terminated on 15.03.2024 and a contradictory statement was made on account of mis-communication between the said person - Mr.Gangadhar B. Gagare and the counsel drafting the affidavit and an apology has been tendered. Mr.Gangadhar B. Gagare is present in Court. The Chief Executive Officer, SRA is also present in the Court and makes a statement that a show cause notice has been already issued to Mr.Gangadhar B. Gagare for the aforesaid contradictory statements. It is believed that the show cause notice shall be carried forward to its logical end and the final report be placed before this Court in due course of time.

2. Mr.Gangadhar B. Gagare, who is also present

in Court, has tendered an apology and has assured that such a mistake would not be henceforth committed by him. Though his apology is accepted, that does not absolve Mr.Gangadhar B. Gagare, from the incorrect statement which is made to this Court, for which as indicated above, the report of the enquiry, to be conducted, shall be placed on record. The apology is accepted with the warning that he should be careful in future and such mistake would not be committed again. An entry regarding this should be taken in his service book. The said Mr.Gangadhar B. Gagare shall also deposit a costs of Rs.11,000/- in this Court by 15.07.2024.

3. Dr.Birendra Saraf, the learned senior counsel for the respondent No.3 makes a statement that the interest of the petitioner, would be protected to the extent of statutory limit upto 225 sq. ft. The statement is accepted as to the statement to the Court.

4. There is a new Developer in place of M/s.Om Omega Shelters viz. M/s.Anantaya Buildcom LLP (page 157), who as stated by Mr.Damle, learned senior counsel for the respondent No.5, would be liable to pay the rent for the alternate premises for the transitory period and it is assured that the petitioners, would be paid the rent accordingly.

5. Any claim for an additional entitlement over and above what the petitioners are statutorily entitled, would be the matter between respondent No.5 and the petitioners to be negotiated between them with which the

SRA is not concerned. The plea of quantum of rent and the period for which the petitioners would be entitled is kept open. It is based upon what has been recorded above that Mr.Vikramjit Garewal, learned counsel for the petitioners in WP No.11213 of 2022 was asked to indicate the date on which the premises would be vacated and handed over to the Developer, he is unable to make a statement in this regard, today.

6. List the matter on 12.07.2024, for undertaking regarding vacation on affidavit.”

2. Today Learned counsel for the petitioner in Writ Petition No.11213 of 2022 has tendered across the bar an affidavit dated 11.07.2024, which is taken on record and marked “X” for the purpose of identification, by which the petitioner Rekha Kisan Gupta has undertaken unconditionally to hand over vacant and peaceful possession of the premises being Room No. F-8, as described in paragraph 1 therein, to the respondent No.3/SRA on or before 15.08.2024. The undertaking is accepted as an undertaking to this Court.

3. The learned counsel for the Petitioner further submits, that since Room No. F-8 is a commercial premise and since the Competent Authority in the order dated 15.09.2021 has not decided the aspect about providing alternate commercial

premises on the ground floor in the proposed SRA Scheme, he will make a representation, to the SRA who shall without being influenced by what has been said in the earlier orders, prior to this date, consider the request on its own merits, and decide it in terms of the scheme which is sought to be developed. This proposal is acceptable to Mr.Girish Utangale,the learned counsel for SRA. It is therefore, directed that the petitioner shall make appropriate application to SRA for granting them alternate permanent accommodation, as far as possible on the ground floor of the proposed scheme, which application shall be decided by the SRA by considering all the relevant factors, one way or the other.

3. The petition is therefore disposed of in terms of the order dated 11.07.2024 quoted above and the undertaking at “X”. It is made clear, that if the petitioner does not vacate the premises by 15.8.2024, the respondent No.3 would be entitled to evict and take possession of room No.F-8 and implement the scheme. No order as to costs. All interim applications are accordingly disposed off.

(AVINASH G. GHAROTE, J.)